BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

REGULAR MEETING

April 28, 2026

COUNTY COMMISSIONERS

Anthony Sabatini, District #1
Sean Parks, District #2
Kirby Smith, District #3
Leslie Campione, District #4
Timothy Morris, District #5

Jennifer Barker, County Manager
Gary J. Cooney, Clerk to the Board
Melanie Marsh, County Attorney

DISCLAIMER

Meetings are held in person with limited occupancy for social distancing. Members of the public are invited to attend in person or join the meeting virtually via Zoom with a computer or smart device. Attendees may also call into the meeting using the information provided on our website.

To view upcoming meeting dates and locations, or for more information on upcoming meetings, visit https://lakecountyfl.gov/boardmeeting.

This booklet has been prepared for the convenience of the Board of County Commissioners in discussing matters before them. Every effort has been made to include all items to be discussed at this Board of County Commissioners meeting; however, Commissioners may add items to the agenda up to 4 days prior to the meeting. They also may remove items from consideration at any time. While it has been the goal to present error-free information, we do not represent that documentation is without errors or omissions.

In addition to regular Board meetings, the Board of County Commissioners may, from time to time, schedule a workshop during which they will receive information from staff, have discussions with staff and among themselves, and then proceed to give staff direction on the subject matter being discussed unless otherwise shown on the Agenda item. These discussions and workshops do not take the place of the formal public hearing process during which any member of the public may comment and formal action is taken.

The Board and staff welcome written comments prior to workshops and other meetings. If you have comments or questions regarding the subject matter of any Board action or workshop, please deliver your written comments to appropriate County staff or mail to the Board of County Commissioners, Post Office Box 7800, Tavares, FL 32778.

ITEMIZED AGENDA

April 28, 2026

9:00 A.M. Invocation

Pledge of Allegiance

I. AGENDA UPDATE

Discussion regarding proposed revisions to today's Agenda.

II. ARPA UPDATE

III. MINUTES APPROVAL

Tab 1 Recommend approval of the following minutes:

- March 3, 2026 (Regular Meeting)

CITIZEN QUESTION AND COMMENT PERIOD

At this point in the meeting the Board of County Commissioners will hear questions, comments and concerns from the citizens. If the issue raised is not on today's agenda, action will not be taken by the Board. Questions may be answered by staff, or referred for appropriate staff action. If further action is necessary, the item may be placed on a future Board agenda.

Zoning and code enforcement matters cannot be discussed during the public comment period. Procurement matters not scheduled to be heard by the Board today also cannot be discussed during the public comment period.

Public comment shall be limited to 3 minutes per person.

IV. PRESENTATION OF PROCLAMATIONS

Tab 2 Recommend approval and presentation of a Proclamation recognizing LifePointe Church for Cold Weather Sheltering.

Tab 3 Recommend approval and presentation of a Proclamation recognizing May 3-9, 2026, as National Travel and Tourism Week.

Tab 4 Recommend approval and presentation of a Proclamation designating May 2026 as Building Safety Month in Lake County.

Tab 5 Recommend approval and presentation of a proclamation recognizing Community Legal Services for their 60th Anniversary.

V. CLERK OF COURT'S CONSENT AGENDA

Tab 6 Recommend approval of the Clerk's Consent Agenda (Items 1):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.

VI. CONSENT AGENDA (Tab 7- 23):

A. PROCLAMATIONS

Tab 7 Recommend approval and adoption of the ALS Awareness Month Proclamation, per Commissioner Morris.

B. COUNTY MANAGER

Tab 8 Recommend approval for the Chairman to execute a letter of support and agreement to the Florida Attorney General regarding the Crime Stoppers Grant Program. There is no fiscal impact.

C. ADMINISTRATIVE SERVICES

Information Technology

Tab 9 Recommend approval:
1. Of the continued utilization of various State of Florida Information Technology related hardware and software contracts on an as-needed basis.
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $2,000,000 (expenditure) and will not exceed any Fiscal Year Budget.

Tab 10 Recommend approval:
1. Of the grant agreement for the Local Government Cybersecurity Grant Program with the State of Florida Department of Management Services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

There is no fiscal impact.

D. PUBLIC SAFETY

Probation

Tab 11 Recommend approval:
1. To execute a Funding Agreement with The Fifth Judicial Circuit Office of Court Administration for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program; and
2. To execute a Funding Agreement with the State Attorney for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program; and
3. To execute a Funding Agreement with the Public Defender for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program.

The fiscal impact is $440,550 (expenditure).

E. COMMUNITY SERVICES

Office of Housing and Community Services

Tab 12 Recommend approval of the First Amendment to the Community Development Block Grant (CDBG) Program Subrecipient Agreement with the City of Eustis, for the Coolidge Street Improvement Project.

The estimated fiscal impact is $400,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

Transit Services

Tab 13 Recommend approval:
1. Of the Florida Department of Transportation Section 5311 Off Cycle Capital Grant Agreement for Federal Fiscal Year 2025 and State Fiscal Year 2026; and
2. To adopt the Unanticipated Revenue Resolution to accept and appropriate $732,768 for the FDOT Section 5311 Off Cycle Capital Grant Agreement for Fiscal Year 2026; and
3. To procure vehicles under the State's bid list through FDOT's Transit Research Inspection Procurement Services (TRIPS) program.

The fiscal impact is $732,768 (revenue/expenditure - 100 percent grant funded).

F. INFRASTRUCTURE AND TRANSPORTATION SERVICES

Facilities Management

Tab 14 Recommend approval:
1. Of Contract 26-902 with Nichols Contracting, Inc. (Columbia, MD - Orlando Office) for construction of Multi-Family Detached Housing;
2. To authorize the County Manager to execute the final negotiated contract; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $4,997,878.84 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3.

Public Works

Tab 15 Recommend approval:
1. To increase the expenditure limits of Contract 23-510C with Flotech Environmental, LLC (Miami, FL) for Storm Drain System Cleaning not to exceed $75,000 to an estimated $150,000; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $150,000 (expenditure). Annual expenditures will not exceed the available funding in each Fiscal Year's Budget.

Tab 16 Recommend approval:
1. Of Contract 26-604 with Asphalt Paving Systems, Inc. (Zephyrhills, FL) for as-needed pavement preservation services.
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $500,000 (expenditure) and will not exceed available funding in any approved Fiscal Year's Budget.

Tab 17 Recommend approval:
1. Of Contracts 25-754 for countywide Road Resurfacing and Related Services as needed with the following pool of vendors: C.W. Roberts Contracting, Incorporated (Tallahassee, FL); Estep Construction, Inc. (Apopka, FL); Jr. Davis Construction Company, Inc. (Kissimmee, FL); Premier Paving LLC (Deland, FL); Ranger Construction Industries, Inc. (West Palm Beach, FL - providing services from Winter Garden, FL); Superior Asphalt, Inc. (Bradenton, FL); and The Middlesex Corporation (Littleton, MA - providing services from Orlando, FL); and
2. To authorize the Office of Procurement Services to execute the contracts with the selected vendors and all supporting documentation.

The estimated annual fiscal impact is $8,000,000 (expenditure). Annual expenditures will not exceed available funding in each approved Fiscal Year's Budget.

Tab 18 Recommend approval:
1. To proceed to closing on a deeded right-of-way dedication for Treasure Trove (DR-26005), which is in the City of Leesburg; and
2. To authorize the Chairman to execute any required closing documents.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Tab 19 Recommend approval:
1. Of a Roadway Improvement Agreement with BDE Development, LLC, related to improvements and land acquisition associated with Wallick Road and the Wekiva Trail Segment 2; and
2. To proceed with the dedications and transfers upon receipt of clear title and authorizing the Chairman to execute all necessary closing documents.

The estimated fiscal impact is $2,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

Tab 20 Recommend approval of a Maintenance Map for Micro Racetrack Road which covers 8,800 linear feet between CR 466A and Lake Ella Road near the City of Lady Lake area.

The estimated fiscal impact is $200 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Tab 21 Recommend approval of a Road Transfer Agreement to transfer portions of Bridges Road, Busby Road, Dewey Robbins Road, Duncan Road, Fernery Road, Number Two Road, Poe Road, and Windmill Road to the City of Leesburg.

The estimated fiscal impact is $200 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

Tab 22 Recommend approval of a Road Transfer Agreement to transfer Turkey Farm Road (CR 1750) from Lake County to the City of Minneola.

The estimated fiscal impact is $102 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2.

G. PARKS AND WATER RESOURCES

Parks and Trails

Tab 23 Recommend approval:
1. Of an Interlocal Agreement with the Town of Astatula to provide Infrastructure Sales Tax funding in the amount of $110,000 to complete park improvement projects at Joe Swaffer Park (Delaware Ave, Astatula) and Kirkwood Park (County Road 561, Astatula).
2. Of a budget transfer in the amount of $110,000 from Improvements Other Than Buildings to Aids to Gov't Agencies.

The fiscal impact is $110,000 (expenditure). Commission District 3.

VII. PRESENTATIONS

Tab 24 Discussion and direction regarding a proposed Ordinance amending Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards*.

There is no fiscal impact.

Tab 25 Presentation by Thomas Carpenter, Assistant County Manager, with a Fire Rescue Ambulance Services Update.

VIII. PUBLIC HEARINGS

Tab 26 Recommend approval to issue a Certificate of Public Convenience and Necessity for the Office of Fire Rescue through June 18, 2028. There is no fiscal impact.

Tab 27 Recommend adoption and execution of an Ordinance providing for the levy of an additional school district ad valorem millage tax in Lake County for operational purposes effective in 2027 and ending four (4) years thereafter pursuant to Section 1011.71(9), Florida Statutes, and providing for approval of the levy by voters in a referendum to be held on November 3, 2026, and providing for ballot language.

The fiscal impact cannot be determined at this time.

Tab 28 Recommend approval:
1. Of an amended budget for the Lake County Board of County Commissioners Fiscal Year 2026 to include a reconciliation of the beginning fund balance and other adjustments; and
2. To adopt a resolution for a supplemental budget for the Lake County Board of County Commissioners Fiscal Year 2026.

IX. REGULAR AGENDA

A. COMMISSIONERS

Commissioner Smith - District #3

Tab 29 Discussion and direction on the Wolf Branch Innovation District Logo. Recommend approval of a logo for use in the Wolf Branch Innovation District.

Tab 30 Recommend approval for Commissioner Smith to execute a letter thanking the City of Tavares for their assistance in decorating the downtown area for the America 250 celebration.

Commissioner Campione - Chairman and District #4

Tab 31 Discussion and direction on an Ordinance creating Section 2-6, Lake County Code, declaring Lake County as a Bill of Rights Sanctuary County.

There is no fiscal impact.

B. COMMUNITY SERVICES

Office of Housing and Community Services

Tab 32 Recommend Approval:
1. Of a local government contribution in the amount of $460,000 for the proposed development of affordable housing units to be constructed in Lake County, contingent upon the developer receiving funding through the Low-Income Housing Tax Credit (LIHTC) Program offered through the Florida Housing Finance Corporation; and
2. Of funding through the County's existing allocation of HUD HOME funds, if the project meets the necessary HOME program eligibility criteria; and
3. To authorize the Chairman to execute the Local Government Verification of Contribution Loan Form, the Local Government Area of Opportunity Funding Form, and a commitment letter substantially similar to the one attached herein which is to be submitted with the LIHTC Program application.

The fiscal impact is $460,000 (expenditure - 100 percent grant funded). Commission District 5.

X. REPORTS

A. County Attorney

B. County Manager

XI. COMMISSIONER REPORTS

A. Commissioner Sabatini - District #1

B. Commissioner Parks - District #2

C. Commissioner Smith - District #3

D. Commissioner Morris - District #5

E. Commissioner Campione - Chairman and District #4

The County Commission reserves the right to move any Agenda item to an earlier time during the day as its schedule permits, except in the case of items and appointments that have been advertised in a newspaper for a specific time.

Pursuant to the provisions of Chapter 286, Florida Statutes, Section 286.0105, if a person decides to appeal any decision made by the County Commission with respect to any matter considered at this Commission meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based.

Persons with disabilities needing assistance to participate in any of these proceedings should contact (352) 343-9760 at least 48 hours before the scheduled meeting; if you are hearing or voice impaired, call 711 or (352) 253-1840.

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

DATE: 04/13/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Minutes

MEETING DATE: 4/28/2026
ITEM TYPE: Consent Item
ITEM ID: 42873

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the following minutes:

- March 3, 2026 (Regular Meeting)

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	2026-03-03_Regular_Meeting Draft

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 04/13/2026
Marisol Saldana Final Approval - 04/14/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

A REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
MARCH 3, 2026

The Lake County Board of County Commissioners met in regular session on Tuesday, March 3, 2026 at 9:00 a.m., in the County Commission Chambers, Lake County Administration Building, Tavares, Florida. Commissioners present at the meeting were: Leslie Campione, Chairman; Sean Parks, Vice Chairman; Anthony Sabatini (via Zoom); Kirby Smith; and Timothy Morris. Others present were: Jennifer Barker, County Manager; Melanie Marsh, County Attorney; Misty Spahn, Executive Office Manager, County Manager's Office; Mary Burns, Accounting Director; and Josh Pearson, Deputy Clerk.

INVOCATION AND PLEDGE

Commr. Campione welcomed everyone to the meeting.

Pastor Winston Simon, with Hope International Church in the City of Groveland, gave the Invocation and led the Pledge of Allegiance.

Commr. Campione said that they were keeping United States (U.S.) soldiers and those involved with the situation with Iran in their hearts and prayers. She added that their hearts went out to families who had lost loved ones, and that they expressed their deep appreciation for the sacrifice that their loved ones made for the country.

AGENDA UPDATE

Ms. Jennifer Barker, County Manager, said that Tab 2 had been added as an addendum since the agenda was first published, and she requested to move it under the regular agenda. She specified that this was an update requested by the Board in the previous week regarding the County's wildfire assessment in the area. She then commented that Commissioner Sabatini was not able to join them in person, and she relayed her understanding that he was on Zoom and would be participating remotely; however, he would not be voting.

CITIZEN QUESTION AND COMMENT PERIOD

Mr. Banks Helfrich, a farmer from the Clay Road District in South Lake and a candidate for State House of Representatives District 25, said that a farm tip of the day was that it was time to put spring crops into the ground such as beans, peas, watermelon, squash, cucumbers and perennials. He then spoke about capitalism, and opined that happiness was found in service.

ANNEXATION REPORT

Mr. Mike Fitzgerald, Director for the Office of Planning and Zoning, said that the City of Eustis had notified Lake County that they intended on annexing 10 acres south of County Road (CR) 44A and east of CR 44, and that the current Lake County zoning was Urban Low (R-6) with a proposed City zoning of Suburban Corridor Design District. He explained that the City used form-based code, that the current Lake County future land use (FLU) was Urban Low, which was four units per acre, and that the proposed City FLU was General Commercial. He stated that the intent was to develop the property with a general commercial use, and he showed a comparison of what Lake County would allow currently, noting that the municipality had no density because they were doing general commercial. He displayed an aerial image of the property, pointing out that the city was abutting the property. He showed the zoning and land use maps, along with a

conceptual plan received from the City. He specified that there would be a few buildings, some areas for light storage, and a suburban corridor design with certain form-based code which applied to the buildings.

Commr. Campione indicated that she used to own this property.

PUBLIC HEARINGS: REZONING

Mr. Fitzgerald displayed the advertisements for that day's rezoning case on the overhead monitor in accordance with the Florida Statutes.

REZONING REGULAR AGENDA

Tab 1. Ordinance No. 2026-9
Rezoning Case # PZ2025-148
The Barn at Southern Oaks (CUP)
1. Conditional use permit (CUP) approval on approximately 21.49 +/- acres to allow an enclosed Wedding Venue/ Barn within the Agriculture District (A).

2. Waiver to the road access requirements pursuant to Appendix A, of the Lake County Transportation Planning, Design, and Construction Standards, to allow the proposed development to access the property from Le Grande Street, an unmaintained road.

THE BARN AT SOUTHERN OAKS (CUP)

Mr. Fitzgerald presented Tab 1, Rezoning Case # PZ2025-148, The Barn at Southern Oaks (CUP). He explained that the requested action was a conditional use permit (CUP) on approximately 21.49 acres to allow an enclosed wedding venue/barn within the Agriculture zoning district. He added that included in the CUP was a waiver to road access requirements to allow this wedding venue to be on a maintained but unimproved road. He recalled that the Planning and Zoning Board had voted unanimously to recommend approval, and said that the location was 40410 Le Grande Street in the unincorporated City of Umatilla area. He mentioned that the subject parcel had been granted an agricultural classification through the Lake County Property Appraiser, and was developed with a single family dwelling unit, a barn and an enclosed wedding venue which was accessible through a private easement. He relayed that a building permit had been issued on July 20, 2020 for an open pole barn for storage uses, and that it had been enclosed without a permit and was subsequently subject to a code enforcement violation. He elaborated that the applicant had agreed to enter into a settlement agreement and obtain a CUP to bring the wedding venue into compliance with the County's regulations. He said that water and sewer service was by an existing septic and well system, and that Lake County Fire Station 20 was located less than three miles from the subject property.

Commr. Campione asked the Board to disclose ex parte communication, but there was none.

Commr. Morris asked if they met the fire code.

Mr. Fitzgerald replied that if the CUP was approved, they would have to return to permit the enclosed wedding venue; furthermore, the County would evaluate the life safety plan at that point. He was unsure if they met this at the current time.

Ms. Jamie Blunt, representing the applicant, stated that the applicant was willing to be compliant with everything being asked of them.

Commr. Campione relayed her understanding that access was off Le Grande Street, and that this street fed onto CR 450 and into the City of Umatilla.

Ms. Blunt clarified that the applicant had been maintaining Le Grande Street since they purchased the property.

Commr. Campione asked how the code enforcement case came up.

Mr. Fitzgerald responded that the Office of Code Enforcement was complaint driven, and that they must have received a complaint about the events at the property, along with investigating and determining that the barn had been enclosed without a proper building permit.

Commr. Campione stated that receiving the permit and meeting fire code had to be done separately, and that this was not a bonafide agricultural use on the property; therefore, it was not exempt by Florida Statutes, and the applicant had to come to the Board.

Mr. Fitzgerald added that the definition of agritourism did not include the construction of new or additional structures or facilities intended for the general public; additionally, as soon as one started building a wedding venue and it became an assembly use under the building code, they had to permit this as such.

Commr. Campione indicated her understanding that the subject property had been posted with notices, though there were no objections.

Commr. Parks relayed his understanding that there would be up to 50 special events allowed per year, and he asked about the difference on this.

Mr. Fitzgerald replied that the order was allowing 50 weddings per calendar year, and that there was an allowance for special events which could be expected to draw 500 persons or greater; furthermore, they would take this through a special event process.

Ms. Melanie Marsh, County Attorney, clarified that it was a total of 50 events including weddings, special events and family events. She stated that the Board could possibly limit the number of special events.

Commr. Campione opined that special events could draw the attention of the surrounding community. She asked if the intent was to focus on weddings and those types of events.

Ms. Blunt relayed that there was no intention for special events and that the applicant had never had an event that large; furthermore, this was solely for weddings, baby showers, etc.

Commr. Campione opined that they could possibly eliminate the large special events.

Ms. Marsh commented that if they were not intending to have it as an allowed use, the County could change the CUP to say that special events, as defined by the County code, were specifically prohibited on this property.

Commr. Campione inquired about the typical size of a wedding there.

Ms. Blunt believed that it was between 125 and 175 people.

Commr. Smith said that on the application, the owner mentioned that they would have 10 to 15 ceremonies in a single year from 10 to 125 guests; however, the CUP was requesting 50 ceremonies.

Ms. Blunt clarified that this had been changed in the last meeting.

Commr. Smith asked about the current agribusiness.

Ms. Blunt was unsure, noting that they had cattle.

Commr. Smith expressed concerns for the road because it was unmaintained, and he pointed out that the CUP would have the owner maintaining the road. He asked what would happen if the owner failed to maintain it.

Ms. Marsh explained that it would be inspected annually because it was a CUP, and that the property owner would be notified if the road did not meet the National Fire Protection Association (NFPA) Chapter 18 requirements. She elaborated that if they did not address the road, then it would be a code enforcement case and/or the County could seek revocation of the CUP.

Commr. Smith relayed his understanding that some unmaintained roads needed to have accessibility for fire and emergency medical services (EMS), and that some degraded to where it caused an issue for adjacent owners using the same road. He stated that he also had an issue with 50 events per year from 8:00 a.m. to 11:00 p.m. with up to 216 people.

Ms. Blunt said that they were not all at those timeframes.

Commr. Smith mentioned that it was allowed in the CUP.

Ms. Blunt remarked that the applicant had been maintaining the road with crushed concrete and asphalt since they had been there, opining that it was not a deteriorating road and that it was compacted. She added that the applicant had around 40 events in the previous year.

Commr. Smith said that in Section 3 of the ordinance, if the owner sold the property, then all of this would transfer to the new owner. He asked if the Board could strike this so that the CUP would become null and void if the owner sold the property.

Commr. Campione relayed her understanding that the new owner would be subject to the same conditions, and that it could be revoked if they did not adhere to this.

Commr. Smith stated that he would like to see the CUP be revoked if the owner sold it, noting that the owner would not be able to use this CUP to increase the purchase price of the property.

Commr. Campione inquired why this would be an issue, and questioned that if this family wanted to retire and sell a successful business, then why should they not receive the benefit of this.

Commr. Smith opined that this was a safety net and that there could be a possibility that the owner could receive the CUP and sell the property; furthermore, the County did not know who the next owner would be. He also expressed concern for the road exemption.

Commr. Campione asked how many other people used the road to reach their home.

Ms. Blunt indicated her understanding that there were at least two, and said that the applicant maintained the road past their driveway.

Commr. Campione opined that this was a gorgeous part of Lake County, and said that she could see why a wedding venue there would be something that people would enjoy using.

Commr. Smith opined that it should not be a commercial use.

Commr. Campione opined that she did not see wedding venues this way.

Ms. Blunt opined that if they did not have the barn, it would have still been allowed under agritourism, and that they were present because the applicant had enclosed the barn.

Commr. Smith commented that agritourism was originally started to have another inflow of funding in case the agribusiness did not sustain the property, though this had been changed in the Florida Legislature so that as long as one was in Agriculture zoning, they were able to have agribusiness. He opined that the original intent was not for a commercial business inside an Agriculture zoning.

Commr. Campione relayed her understanding that if one did not have the bonafide agriculture use and just had the Agriculture zoning, then this was not enough.

Ms. Marsh explained that one had to have a bonafide agricultural use, which was defined by statute. She added that the Property Appraiser typically made this determination before issuing an agricultural classification, and that this property had an agricultural classification for hay production and cattle; however, the County was seeing an issue with wedding venues trying to use agritourism to primarily be a wedding venue, noting that they still had to maintain a bonafide agricultural operation on the subject property. She opined that the property was likely not large enough to have a bonafide agricultural commercial operation, though since the Property Appraiser had given them this classification, the County would generally not challenge it. She reiterated that the applicant had to receive the CUP because they enclosed the barn and because the intent was a commercial use rather than an agricultural use with a side use of a ceremonial service.

Commr. Campione inquired that if the barn had already been enclosed and they had received the agricultural classification, then they would not be present on the current day; rather, it was the fact that it was modified.

Ms. Marsh replied that it depended, and that if the barn was enclosed only for purposes of agricultural storage, then they would not be present. She said that when it was converted to have public assembly, then they needed permits and to go through this process.

Commr. Campione asked if they ever had events which went from 8:00 a.m. to 11:00 p.m.

Ms. Blunt denied that they had an all-day event.

Commr. Campione relayed her understanding that the hours were stated as such because they were unsure what time a wedding would be.

Commr. Morris inquired if the barn structure was built first and how long it had been there before they enclosed it.

Ms. Blunt relayed her understanding that the barn had been there and was enclosed in 2022 for an event.

Commr. Morris expressed concerns that this was not done the right way, as well as for the patrons there, indicating his understanding that many of these items were occurring in the county.

Commr. Campione opined that it was clear that they could not occupy and use the barn until they met all of the requirements for fire code and building.

Commr. Smith asked about the last time it was used, and Ms. Blunt was unsure. Commissioner Smith then recalled that in February or March 2025, the applicant was given 180 days to bring it into compliance; furthermore, rather than bringing it into compliance, they came through the CUP process.

Ms. Blunt clarified that the County had told them about the CUP.

Commr. Campione stated that she was not picking up that something nefarious was occurring, and opined that the applicant made some missteps and was trying to correct them.

Commr. Smith said that he was trying to protect their agriculture and some of the land around there, opining that if he bought 10 acres with Agriculture zoning, it would stay zoned Agriculture and have a bonafide agricultural business. He opined that this property did not have this, and that a new owner would have the ability to have an 8:00 a.m. to 11:00 p.m. event. He also reiterated his concerns for the road.

Commr. Parks opined that the Board tried to find a way to balance things, and that the concerns about the road and the hours of operation were legitimate. He indicated that he looked at it as a good thing that the county was so beautiful and that many people wanted to come there to do special events like this, though opined that there could be issues with this. He relayed that the County was supposed to ensure that this was not done in a way that was detrimental to the rest of the residents, and that if there were safeties built into the ordinance which could address this, then he was comfortable with it. He relayed his understanding that the road was going to be maintained and inspected, and mentioned that the CUP could be revoked if they did not meet the inspection. He stated that he wanted to ensure that there would not be any events of 500 people or more, and that he was agreeable with events up to 175 people as long as the other conditions were met.

Commr. Morris asked what the applicant would need to do to bring this into compliance with fire code.

Ms. Marsh clarified that the property owners had purchased this property in 2020, and that it had been vacant property. She added that since it was purchased, there was a 1,630 square foot home built in 2021, a 4,000 square foot accessory structure built around that time, an open porch, and a roughly 1,200 square foot utility building which was built in 2025; therefore, none of these structures existed on this property prior to the property owner purchasing it in 2020.

Chief Michael Vitta, Division Chief/Fire Marshal for the Office of Fire Rescue, indicated that his office would be looking at access and water supply, and that it would be subject to annual life safety inspections.

Commr. Morris inquired if this would be a sprinkler system.

Chief Vitta said that they would have to review the plans and see what the applicant had.

Commr. Campione recalled that noise was an issue at another venue, along with noise extending beyond hours of operation and parking happening offsite. She asked if there were other items that would distinguish that situation versus the current item.

Ms. Marsh commented that there were conditions in the proposed ordinance which addressed impacts they saw in other locations. She specified that the CUP stated that that they could not park outside the property, nor could they stage or stack vehicles along Le Grande Street to await entry to the property. She added that there was a detailed noise provision, and that they had to do a noise study and make any changes if the study identified issues. She relayed that they could not have amplified sound permitted outside of a fully enclosed structure after 10:00 p.m., and that amplified sound during an event which could be heard more than 25 feet from the property

line would be a violation of this ordinance. She related that amplified sound was defined in this ordinance with a plainly audible standard for law enforcement, and that some other issues they had with wedding venues in other areas of the county included adjacent neighbors basically having no silence because events were run each night. She said that conditions not included in the proposed ordinance which the Board had included in other CUPs for similar type uses included restricting one weekend per month to having no events, restrictions for no events such as on Thanksgiving and Christmas, reducing the number of events, or reducing the hours. She said that the Board had much leeway because assuming that there was a bonafide agricultural activity on the property, the statute allowed them to regulate offsite impacts of this type of event, including noise and traffic.

Commr. Campione asked that if issues arose, could the County go back into the ordinance when it came back for inspection and renewal.

Ms. Marsh replied that because it was a conditional zoning, they could do a County-initiated rezoning to bring it back if they continued to have code enforcement issues there, which would give them the option to revoke it or modify the conditions to address additional concerns.

Commr. Campione opined that this was important, and that good conditions had been provided. She reiterated that the applicant had to get through the permitting and fire code issues, and that they had much to do before they could begin having events.

Commr. Smith said that he would like to see the amount of people and events changed, along with the time.

Commr. Campione opined that one did not know what time of day a wedding would be, and that if they restricted this, then they would have interfered with the applicant's ability to accommodate this. She added that they did not have any complaints other than the one which had started this, that no one was in attendance for the meetings, and that the County had an out.

Commr. Morris said that he wanted to ensure that the road was large enough to accommodate a firetruck and ambulance, and he asked if this would be addressed with the CUP.

Ms. Marsh responded that the ordinance incorporated the fire standard for roads, which meant that the width must be 20 feet unobstructed, that the minimum height of any trees along the road must be at least 13 feet, six inches, and that the travel surface must be able to withstand live loads of fire apparatus in all weather conditions. She added that if the truck could not get there when the Office of Fire Rescue did its inspection, then the property owner would have to make those changes.

Ms. Blunt relayed that there was a previous incident at the property and that there had been two firetrucks, an ambulance and patrol cars there without any issues.

Commr. Parks asked the applicant to consider using Lake County vendors and suppliers.

The Chairman opened the public hearing.

There being no one who wished to address the Board regarding this matter, the Chairman closed the public hearing.

On a motion by Commr. Parks, seconded by Commr. Morris and carried by a vote of 3-1, the Board approved Tab 1, Rezoning Case # PZ2025-148, The Barn at Southern Oaks (CUP), with the prohibition of special events as defined by Lake County code.

Commr. Smith voted no.

REGULAR AGENDA

WILDFIRE THREAT UPDATE

Chief David Kilbury, Public Safety Director, said that the county was in a better place than in the previous week due to rain, and that not much had changed in the geographic information systems (GIS) heat index for drought. He commented that the majority of the state, below State Road (SR) 60, was all above 500, and that the rain mainly stayed north of the City of Tampa. He relayed that for the county by county map for the Keetch-Byram Drought Index (KBDI) averages, Polk County, to the south of Lake County, was still above 500; however, Marion County had taken Lake County's numbers from the previous week. He recalled that Lake County had been at 22 percent above 500 and 65 percent below 500, and that currently Lake County was at 447 KBDI. He anticipated a two to four digit increase per day, and that overall they had 12 percent above 500 and had been looking at about 25 percent in the previous week; furthermore, around 75 percent of the county was below 500. He mentioned that Polk County was still drier than Lake County at 514, and that they had 22 percent above 600. He recalled that the Office of Fire Rescue had increased its brush response (BR) to a BR2, which sent an engine tanker, a battalion chief and a brush truck initially on the first response. He elaborated that with the KBDI dropping and the rains over the past weekend, they went back to a BR1, which was a single engine response; however, they could request additional resources. He reported that for the Withlacoochie District, the State of Florida currently had 18 tractor plows in the Central Florida region, along with two heavy tractor plows, 14 brush trucks, a drone team and two helicopters. He said that they would have a meeting on the following evening with an Australian company that Commissioner Parks had mentioned which Travis County, Texas was utilizing for artificial intelligence (AI) fire modeling predictive behavior. He relayed that it may be cost prohibitive and that it was around $1,500 per month plus an additional charge by acre, though this was worthy of exploring what they had to offer. He reviewed a list of the fires that Lake County had, and stated that the KBDI was just one component of what they were currently dealing with. He specified that there was much dead vegetation which had dried out on top of the duff layer, though it was not the magnitude that they had from hurricanes. He mentioned that on the previous day, the emergency manager hosted a meeting for all municipal agencies, the water district, and the Florida Forest Service (FFS), noting that the Federal Government had a drought index which was drastically different than the State's KBDI. He elaborated that the representatives from the State believed that some of the reason why it was not as accurate was due to the Federal Government shutdown, and that because the County relied on State resources, they looked to the Florida Department of Agriculture and Consumer Services (FDACS) for their KBDI numbers. He related that the northern portion of SR 19, just south of SR 40, had received slightly more precipitation than they had, though they were still dry in the southern regions of Lake County. He stated that there was low percentage probability of rain throughout the current week, and that they had been under a burn ban at this time in the previous year. He reported that they were in a better place than in the previous week, and that they continued to monitor this.

Commr. Campione mentioned the possibility of adopting a change to the County's ordinance so that they could follow something more similar to Osceola County. She specified that this would allow the County Manager, the Fire Chief, staff and the FFS to look at all of the different factors rather than just the KBDI.

Chief Kilbury expressed support for this, opining that it would be a wise decision when it was not just the KBDI. He mentioned that when they had much dead debris from a freeze, it would give the opportunity with staff and their partners at the FFS to enact a burn ban if there were extreme wind conditions or red flag days; furthermore, it would also give the County Manager the ability to deactivate the burn ban. He opined that this was a good tool for the Board of County Commissioners (BCC) to keep the public and their properties safe.

Commr. Campione asked to advertise a proposed ordinance for the next BCC meeting.

Ms. Marsh indicated that this could be done and that it would come back for a public hearing.

Commr. Morris said that he would like to see Osceola County's ordinance.

Commr. Campione opined that it was a good ordinance, and that the County could make it slightly better for their needs. She added that she liked that it allowed the County Manager to deactivate a burn ban if things changed.

Chief Kilbury inquired if the Board would like a wildfire threat report at the following BCC meeting, and Commissioner Campione opined that this was a good idea.

Commr. Smith thanked Chief Kilbury and his team for the protection they were providing to county citizens.

Commr. Campione pointed out that there was much activity and that the general public did not necessarily hear about it unless it turned into something significant. She added that staff was responding to one or more fires almost every day.

Commr. Parks commented that the county was large in terms of area, and that staff had other things to do, along with addressing concerns with wildfires.

On a motion by Commr. Smith, seconded by Commr. Morris and carried unanimously by a vote of 4-0, the Board approved to advertise an ordinance allowing the County Manager and the Fire Chief, or his designee, to look at different factors and not just the KBDI.

COMMISSIONERS REPORTS

COMMISSIONER PARKS – VICE CHAIRMAN AND DISTRICT 2

SENATE BILL 208

Commr. Parks mentioned that the Florida Association of Counties (FAC) weekly meetings were open to the Commissioners to listen to, and that he had concerns about amendments to Senate Bill (SB) 208 which would prohibit rural boundary lines. He said that if this amendment passed, it would prohibit the County's Comprehensive Plan (Comp Plan) that they were putting forward with a rural boundary line. He asked if the Board could express their opposition to the maker of the SB 208 amendment.

Commr. Smith said that he would have to read these items and understand it better before putting his name on anything; however, they could agendize this for the next meeting.

Ms. Marsh asked if they would want her to draft a resolution to bring back for that meeting.

Commr. Parks opined that with everything occurring with preemption, he was becoming more supportive of resolutions.

Ms. Marsh opined that a resolution carried more effect than individual letters from Commissioners.

Commr. Campione recalled that the County had been discussing coming to an agreement with the Cities whereby they would define the boundaries of where annexations would be; therefore, this was critical to everything that they had been spending time on.

Commr. Parks relayed that the Board could consider a resolution or a letter.

PROPERTY TAX CHANGES

Commr. Parks said that they did not know what was happening with property tax changes, and relayed his understanding that the House of Representatives proposal for an amendment was for it to all be in one year instead of being phased over 10 years. He opined that as the County went into the budget season, they needed to review scenarios for if something like this was to pass. He opined that if this was on the ballot, there could possibly be concern regarding the Board being viewed as campaigning for it; however, he opined that this would not be the case as long as it was presented as just a scenario and if the Board was not advocating for one or the other. He opined that the County should advertise that they would review these scenarios for education reasons, and have this be a workshop item so that people could attend and hear how these scenarios might play out.

Ms. Barker clarified that staff was going to do this anyway, and that there was currently no senate bill. She anticipated that this would happen during a special session, and she mentioned bringing back a discussion or workshop item around June 2026 because by then they should have a good idea of what was being proposed for the ballot.

COMMISSIONER SMITH – DISTRICT 3

THE SPRING GAMES

Commr. Smith stated that THE Spring Games were in full swing, and he mentioned the impact that this had for Lake County in tourism funding. He specified that in the current year they had 260 teams in Division II and Division III coming to Lake County, and that those teams included 18 players and two to three coaches; therefore, they were looking at about 5,200 participants who would be staying in Lake County hotels, going to restaurants, and purchasing fuel. He added that their fanbase would also be in attendance, and said that he could only see this growing with the assistance of the Greater Orlando Sports Commission (GO Sports).

Commr. Parks relayed that the Villanova University rowing team would spending the week training in the City of Clermont.

Commr. Smith opined that Lake County was hitting high gear with tourism, and that this was good for all of the residents, especially since they visited, spent their money, and then went home.

COMMISSIONER MORRIS – DISTRICT 5

STAFF LUNCHEON

Commr. Morris thanked the Office of Human Resources (HR) and Risk Management for putting on a great luncheon for staff.

ORLANDO ECONOMIC PARTNERSHIP EVENT

Commr. Morris mentioned that he had attended an Orlando Economic Partnership (OEP) event in the City of Orlando with staff, and that they were well respected and appreciated in that environment.

COMMISSIONER CAMPIONE – CHAIRMAN AND DISTRICT 4

LAKE-SUMTER MPO MEETING

Commr. Campione said that there was a great Lake-Sumter Metropolitan Planning Organization (MPO) meeting, and opined that it would be good to have all five County Commissioners there. She opined that it would show that Lake County was utilizing their seats on the Lake-Sumter MPO, and she relayed her understanding that they would be petitioning to add an additional seat for the Cities.

COMMISSIONER SMITH – DISTRICT 3

NATIONAL I WANT YOU TO BE HAPPY DAY

Commr. Smith commented that it was National I Want You to be Happy Day.

ADJOURNMENT

There being no further business to be brought to the attention of the Board, the meeting was adjourned at 10:06 a.m.

_____

LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____

GARY J COONEY, CLERK

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

DATE: 03/27/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 41879
BY: Lynne McNamara, Emergency Management Associate
SUBJECT: LifePointe Church Proclamation for Cold Weather Sheltering

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval and presentation of a Proclamation recognizing LifePointe Church for Cold Weather Sheltering.

BACKGROUND SUMMARY: For the past eight years, LifePointe Church in Eustis has been a steadfast partner in the Lake County Office of Emergency Management Cold Weather Sheltering Program. Whenever temperatures fall and conditions become hazardous, LifePointe Church has faithfully opened its doors to provide a warm, safe refuge for Lake County's most vulnerable residents. Through the unwavering dedication of its leadership, volunteers, and congregation, the church has ensured that individuals and families have access not only to shelter but also to hospitality, compassion, and care during times of need.

This enduring eight-year partnership reflects an extraordinary spirit of service, generosity, and community collaboration. LifePointe Church's continued commitment has strengthened Lake County's capacity to protect residents during winter weather events and stands as a powerful example of neighbors serving neighbors.

Policy LCC-96, entitled *Provisions for Proclamations and Letters of Recognition,* states that the Board of County Commissioners may issue proclamations that recognize:

- National and state-recognized months, weeks, and days that will be accepted by community members, such as "Countywide United Way Month" or "Juvenile Justice Week."
- Major local events that will benefit the community.
- Individuals and organizations that have made outstanding contributions to the county.

This proclamation honors that steadfast commitment and recognizes the devoted volunteers who generously give of their time—often stepping away from their own families and loved ones—to serve and safeguard Lake County's most vulnerable residents.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	LCC-96 Provisions for Proclamations and Letters of Recognition
2.	2026 - 35 PROCLAMATION_LifePointe Church_clean_3.23.2026

STAFF APPROVALS AND DATES:

Lynne McNamara	Created/Initiated - 03/27/2026
Megan Milanese	Approved - 04/07/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

The purpose of this policy is to establish guidelines for the issuance of Proclamations by the Board and for the issuance of Letters of Recognition by individual Commissioners.

II. DIRECTIVES

A. The Board of County Commissioners may issue Proclamations recognizing:

1. National and state recognized "months, days and weeks" that will be accepted by community members, such as "Countywide United Way Month," or "Juvenile Justice Week."

2. Major local events that will benefit the community.

3. Individuals and organizations that have made outstanding contributions to the County.

B. Individual Commissioners may issue Letters of Recognition without Board approval to acknowledge or recognize an achievement, service, event, or other act not falling under the categories set forth in Subsection (A) above.

III. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners. The County Manager shall have the authority to issue procedures as necessary to carry out this Policy.

Leslie Campione

_____

Leslie Campione
Chairman, Board of County Commissioners
Lake County

PROCLAMATION
2026 - 35

WHEREAS, LifePointe Church, located in Eustis, Florida, has demonstrated an outstanding commitment to serving the community by partnering with the Lake County Office of Emergency Management's Cold Weather Sheltering Program to provide cold weather sheltering for vulnerable residents; and

WHEREAS, since 2018, LifePointe Church has faithfully opened its doors during periods of dangerous cold weather to provide a safe, warm refuge for individuals and families in need; and

WHEREAS, the church's leadership, staff, and volunteers have given generously of their time, resources, and compassion to ensure shelter guests are treated with dignity, care, and respect; and

WHEREAS, LifePointe Church's continued participation in the Lake County Cold Weather Sheltering Program has strengthened the County's ability to protect residents during hazardous weather conditions and reduced the risk of cold-related injury and illness; and

WHEREAS, the partnership between LifePointe Church, the Lake County Office of Emergency Management, and community stakeholders reflects the power of collaboration and the spirit of service that enhances the safety, resilience, and well-being of the entire community; and

WHEREAS, the dedication and generosity demonstrated by LifePointe Church have made a lasting and meaningful difference in the lives of Lake County residents during their times of greatest need;

NOW, THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Lake County does hereby recognize and commend LifePointe Church and its members for their outstanding service, compassion, and unwavering commitment to protecting vulnerable residents through its participation in the Lake County Cold Weather Sheltering Program since 2018.

Section 2. A copy of this Proclamation shall be spread upon the minutes of this meeting.

Section 3. This Proclamation shall become effective upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida, in regular session this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
SEAN M. PARKS, VICE CHAIRMAN

_____
GARY J. COONEY CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FL

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

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

DATE: 03/25/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42837
BY: Dawn Coyle, Office Associate V
SUBJECT: National Travel and Tourism Week 2026 Proclamation

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval and presentation of a Proclamation recognizing May 3-9, 2026, as National Travel and Tourism Week.

BACKGROUND SUMMARY: The Office of Tourism — Discover Lake County Florida, in partnership with the Central Florida Hotel and Lodging Association (CFHLA) would like to request a proclamation from the Lake County Board of County Commissioners to recognize National Travel and Tourism Week 2026.

Policy LCC-96, entitled Provisions for Proclamations and Letters of Recognition, states that the Board of County Commissioners may issue proclamations that recognize:

- National and state recognized “months, days and weeks” that will be accepted by community members, such as “Countywide United Way Month,” or “Juvenile Justice Week.”
- Major local events that will benefit the community.
- Individuals and organizations that have made outstanding contributions to the County.

Travel is essential. It fuels economies, strengthens communities and connects America. Since 1983, National Travel and Tourism Week (NTTW) has been an annual tradition showcasing travel’s essential role in driving economic growth, creating jobs and enhancing quality of life across the United States.

Travel is one of America’s most powerful economic engines—supporting 15 million jobs, generating $2.9 trillion in economic output and funding essential public services. It powers every sector of the economy, from restaurants and retail to tech, manufacturing and agriculture.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:

Attachments:

1.	LCC-96
2.	2026 Travel and Tourism Proclamation_v2

STAFF APPROVALS AND DATES:

Dawn Coyle	Created/Initiated - 03/25/2026
Ryan Ritchie	Approved - 03/25/2026
Karen Maxwell	Approved - 03/25/2026
Cari Christian	Approved - 03/26/2026
Rachel Bartolowits	Approved - 04/01/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/10/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

The purpose of this policy is to establish guidelines for the issuance of Proclamations by the Board and for the issuance of Letters of Recognition by individual Commissioners.

II. DIRECTIVES

A. The Board of County Commissioners may issue Proclamations recognizing:

1. National and state recognized "months, days and weeks" that will be accepted by community members, such as "Countywide United Way Month," or "Juvenile Justice Week."

2. Major local events that will benefit the community.

3. Individuals and organizations that have made outstanding contributions to the County.

B. Individual Commissioners may issue Letters of Recognition without Board approval to acknowledge or recognize an achievement, service, event, or other act not falling under the categories set forth in Subsection (A) above.

III. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners. The County Manager shall have the authority to issue procedures as necessary to carry out this Policy.

Leslie Campione

Leslie Campione
Chairman, Board of County Commissioners
Lake County

PROCLAMATION

2026-31

WHEREAS, the travel and tourism industry plays a vital role in strengthening Lake County's economy, generating revenue, creating employment opportunities, and enhancing the overall quality of life for residents and visitors alike; and

WHEREAS, travel is an economic powerhouse for every state and destination across the country, with an economic output of $2.9 trillion, supporting 15 million American jobs; and

WHEREAS, Lake County's abundant natural beauty—including its scenic lakes, lush parks, and protected wildlife areas—continues to draw nature enthusiasts, outdoor adventurers, and eco-tourists, reinforcing Lake County's reputation as Florida's Lakeside Escape; and

WHEREAS, Lake County has emerged as a premier destination for sports tourism, welcoming athletes, teams, and spectators for tournaments, training, and events that energize the local economy and showcase the region's top-tier facilities and hospitality; and

WHEREAS, National Travel and Tourism Week offers a meaningful opportunity in 2026 to honor the accomplishments of Lake County's travel and tourism community, highlight the continued efforts of Central Florida Hotel & Lodging Association (CFHLA), the largest regional hospitality association in the United States, and its partners, and reaffirm our dedication to growing Lake County's presence as a must-visit destination.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of County Commissioners of Lake County, Florida that:

Section 1. The week of May 3-9, 2026, shall be known, designated, and set aside as "National Travel and Tourism Week" in Lake County.

Section 2. A copy of the Proclamation shall be spread upon the minutes of this meeting.

Section 3. This Proclamation shall become effective upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida, in regular session this 28th day of April 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, VICE-CHAIR

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

ATTEST:

_____
GARY J. COONEY, CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

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

DATE: 03/26/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42843
BY: Shasta Wilson, Development Coordinator
SUBJECT: Building Safety Month Proclamation

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval and presentation of a Proclamation designating May 2026 as Building Safety Month in Lake County.

BACKGROUND SUMMARY: Policy LCC-96, entitled Provisions for Proclamations and Letters of Recognition, states that the Board of County Commissioners may issue proclamations that recognize:

- National and state-recognized months, weeks, and days that will be accepted by community members, such as “Countywide United Way Month” or “Juvenile Justice Week.”
- Major local events that will benefit the community.
- Individuals and organizations that have made outstanding contributions to the county.

Building Safety Month is an international campaign observed each May to raise awareness about the importance of building safety. The campaign emphasizes the need for the adoption and enforcement of modern, regularly updated building codes and helps individuals, families, and businesses understand what it takes to create safe and sustainable structures.

The International Code Council (ICC), with over 64,000 members, represents a diverse partnership of professionals from the building construction, design, and safety communities. These professionals collaborate with corporations, government agencies, professional associations, and nonprofit organizations to promote building safety through proclamations, educational events, and legislative initiatives.

Communities rely on building codes to protect the public from disasters such as fires, severe weather events, and structural failures. Building codes serve as one of the most effective tools for safeguarding homes, offices, schools, manufacturing facilities, retail establishments, and entertainment venues.

For over 40 years, the ICC has led efforts to advance the construction of safe,

sustainable, affordable, and resilient buildings.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	Building Safety Proclamation_3.20.2026
2.	LCC-96 Provisions for Proclamations and Letters of Recognition

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STAFF APPROVALS AND DATES:

Shasta Wilson	Created/Initiated - 03/26/2026
Sheri Hutchinson	Approved - 03/27/2026
William Ondulich	Approved - 03/27/2026
Kathleen Dial	Approved - 03/30/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/10/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

PROCLAMATION
2026 – 32

WHEREAS, the Board of County Commissioners of Lake County recognizes that our homes, schools, workplaces, places of worship, entertainment venues, and the infrastructure that supports them are safer, more resilient, and more sustainable when they are designed, constructed, inspected, and maintained in accordance with modern building codes; and

WHEREAS, Building Safety Month is an annual public awareness campaign sponsored by the International Code Council (ICC) each May that highlights how building safety professionals, up-to-date building codes, and effective code administration help protect lives and property; and

WHEREAS, "Built to Last," the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety; and

WHEREAS, the ICC develops modern, consensus-based model codes and standards that serve as the foundation of a safe, resilient, and sustainable built environment, addressing building, fire, plumbing, mechanical, energy, and existing structure safety, among other disciplines; and

WHEREAS, the adoption, implementation, and enforcement of modern building codes, along with a strong system of plan review and inspection, are essential to mitigate the impacts of natural and human-caused hazards, including flood, wildfire, high winds, seismic events, extreme heat and cold, and other disasters, thereby reducing injuries, loss of life, property damage, and economic disruption; and

WHEREAS, code officials (building, fire, plumbing, mechanical, electrical, and structural) together with architects, engineers, designers, contractors, trades professionals, and first responders, work tirelessly to keep our community safe through professionalism, education, and collaboration; and

WHEREAS, Lake County's commitment to public safety, sustainability, energy efficiency, and climate resilience is advanced by continuous improvement to local codes and standards, investment in community risk reduction, and public education that empowers residents and businesses to make safe choices in construction, renovation, and maintenance; and

WHEREAS, the safety and economic well-being of Lake County depend on the diligence of those who design, construct, inspect, and maintain our buildings and infrastructure, and on the community's shared resolve to support policies and practices that strengthen building performance and disaster readiness; and

WHEREAS, Building Safety Month provides an opportunity for all residents, property owners, and stakeholders to learn more about the importance of building safety and to participate in activities that promote safer, more resilient, and more sustainable structures across Lake County.

NOW, THEREFORE BE IT PROCLAIMED, by the Board of County Commissioners of Lake County, Florida, that:

Section 1. May 2026 is hereby recognized and proclaimed as Building Safety Month in Lake County.

Section 2. Lake County acknowledges and expresses profound appreciation for the dedication and service of code officials and all building safety professionals who work to protect the health, safety, and welfare of our community.

Section 3. Lake County encourages all residents, businesses, and institutions to join in observances and educational activities during Building Safety Month, to support the use of modern building codes and standards, and to promote safe, sustainable, and resilient construction and maintenance practices.

Section 4. A copy of this Proclamation shall be spread upon the minutes of this meeting.

Section 5. This Proclamation shall become effective upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida in regular session this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:

_____
LESLIE CAMPIONE, CHAIRMAN

_____
GARY J. COONEY, CLERK
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FL

_____
SEAN M. PARKS, VICE CHAIRMAN

_____
ANTHONY SABITINI, DISTRICT 1

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

_____
KIRBY SMITH, DISTRICT 3

_____
MELANIE MARSH, COUNTY ATTORNEY

_____
TIMOTHY MORRIS, DISTRICT 5

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

The purpose of this policy is to establish guidelines for the issuance of Proclamations by the Board and for the issuance of Letters of Recognition by individual Commissioners.

II. DIRECTIVES

A. The Board of County Commissioners may issue Proclamations recognizing:

1. National and state recognized "months, days and weeks" that will be accepted by community members, such as "Countywide United Way Month," or "Juvenile Justice Week."

2. Major local events that will benefit the community.

3. Individuals and organizations that have made outstanding contributions to the County.

B. Individual Commissioners may issue Letters of Recognition without Board approval to acknowledge or recognize an achievement, service, event, or other act not falling under the categories set forth in Subsection (A) above.

III. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners. The County Manager shall have the authority to issue procedures as necessary to carry out this Policy.

Leslie Campione

_____

Leslie Campione
Chairman, Board of County Commissioners
Lake County

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

DATE: 04/14/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42909
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Community Legal Services 60th Anniversary Proclamation

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval and presentation of a proclamation recognizing Community Legal Services for their 60th Anniversary.

BACKGROUND SUMMARY: Request from Adrianna Tran, Community Legal Services Director of Governmental Relations, to have a proclamation approved to honor and recognize their 60th anniversary.

Policy LCC-96, entitled Provisions for Proclamations and Letters of Recognition, states that the Board of County Commissioners may issue proclamations that recognize:

- National and state-recognized months, weeks, and days that will be accepted by community members, such as “Countywide United Way Month” or “Juvenile Justice Week.”
- Major local events that will benefit the community.
- Individuals and organizations that have made outstanding contributions to the county.

Community Legal Services has served Lake County for 60 years and has been dedicated to its mission: to provide no-cost legal services to the most vulnerable in Central Florida and help them protect their families, health, and livelihoods.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	LCC-96
2.	Community Legal Servies - 60th Anniversary_4.14.2026

STAFF APPROVALS AND DATES:

Marisol Saldana Created/Initiated - 04/14/2026
Sandra Lara Approved - 04/14/2026

Misty Spahn	Approved - 04/16/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

The purpose of this policy is to establish guidelines for the issuance of Proclamations by the Board and for the issuance of Letters of Recognition by individual Commissioners.

II. DIRECTIVES

A. The Board of County Commissioners may issue Proclamations recognizing:

1. National and state recognized "months, days and weeks" that will be accepted by community members, such as "Countywide United Way Month," or "Juvenile Justice Week."

2. Major local events that will benefit the community.

3. Individuals and organizations that have made outstanding contributions to the County.

B. Individual Commissioners may issue Letters of Recognition without Board approval to acknowledge or recognize an achievement, service, event, or other act not falling under the categories set forth in Subsection (A) above.

III. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners. The County Manager shall have the authority to issue procedures as necessary to carry out this Policy.

Leslie Campione
Chairman, Board of County Commissioners
Lake County

PROCLAMATION
2026 – 41

WHEREAS, many Americans are one civil legal problem away from falling into or further into poverty; annually, three in four low-income American households experience at least one civil legal problem, and yet 92 percent of these households do not get any or enough legal help for their civil legal problems; and

WHEREAS, Community Legal Services strives to bridge the justice gap so that money is not a barrier to justice; and

WHEREAS, since its founding in 1966, Community Legal Services has served the residents of Brevard, Citrus, Flagler, Hernando, Lake, Marion, Osceola, Orange, Putnam, Seminole, Sumter, and Volusia counties for six decades through the provision of no-cost legal services for those who could not otherwise gain access to counsel; and

WHEREAS, the communities served by Community Legal Services include low-income Floridians and their families, seniors, veterans, survivors of domestic violence, children with disabilities, disaster survivors, and other at-risk individuals facing critical hardships, such as the potential loss of a home, fraudulent contracts, financial instability, denial of benefits, barriers to securing housing, challenges in disaster recovery, and the need to obtain legal protections; and

WHEREAS, through its dedicated staff and the hundreds of pro bono attorneys who have volunteered their time over the decades, Community Legal Services has served clients with more than 300,000 civil legal cases and committed more than one million hours of direct legal assistance for Floridians over the past six decades, embodying its commitment to Legal Access for All and strengthening communities and economic stability across its service area; and

WHEREAS, as Community Legal Services celebrates 60 years of service in 2026, it continues to fight for the future of the community every day—one case and one family at a time—by providing early, effective legal help that strengthens neighborhoods and household stability.

NOW, THEREFORE BE IT PROCLAIMED, by the Board of County Commissioners of Lake County, Florida, that:

Section 1. **Recognition.** Lake County hereby recognizes and commends Community Legal Services on the occasion of its 60th anniversary for six decades of unwavering service to Central Florida and for its dedication to providing no-cost civil legal assistance to those who could not otherwise gain access to counsel, thereby protecting families, health, and livelihoods.

Section 2. **Appreciation.** Lake County expresses its profound appreciation to the attorneys, professional staff, volunteers, and pro bono partners of Community Legal Services for their tireless commitment to advancing Legal Access for All and bridging the justice gap for our most vulnerable neighbors.

Section 3. **Presentation.** A copy of this Proclamation shall be presented to Community Legal Services and spread upon the minutes of this meeting.

Section 4. **Effective Date**. This Proclamation shall become effective upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida in regular session this 28th day of April 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
GARY J. COONEY, CLERK
BORAD OF COUNTY COMMISSIONERS
LAKE COUNTY, FL

_____
LESLIE CAMPIONE, CHAIRMAN

_____
SEAN M. PARKS, VICE CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
ANTHONY SABITINI, DISTRICT 1

_____
MELANIE MARSH, COUNTY ATTORNEY

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

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

DATE: 04/13/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Clerk's Consent Agenda

MEETING DATE: 4/28/2026
ITEM TYPE: Consent Item
ITEM ID: 42884

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the Clerk's Consent Agenda (Items 1):
1. Notice is hereby provided of warrants paid prior to this meeting, pursuant to Chapter 136.06 (1) of the Florida Statutes, which shall be incorporated into the Minutes and filed in the Board Support Division of the Clerk's Office.

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 04/13/2026
Marisol Saldana	Final Approval - 04/13/2026

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

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

DATE: 03/30/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42829
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: ALS Awareness Month Proclamation

RECOMMENDATION/REQUIRED ACTION: Adopt
Approve

Recommend approval and adoption of the ALS Awareness Month Proclamation, per Commissioner Morris.

BACKGROUND SUMMARY: Policy LCC-96, entitled *Provisions for Proclamations and Letters of Recognition,* states that the Board of County Commissioners may issue proclamations that recognize:

- National and state-recognized months, weeks, and days that will be accepted by community members, such as “Countywide United Way Month” or “Juvenile Justice Week.”
- Major local events that will benefit the community.
- Individuals and organizations that have made outstanding contributions to the county.

ALS Awareness Month was officially inaugurated in May 1992 by the U.S. Senate to raise awareness of amyotrophic lateral sclerosis (ALS) and support research for a cure. It is celebrated annually to educate the public, support patients, and honor individuals like Lou Gehrig. This proclamation qualifies as a nationally-recognized month under LCC-96.

Lake County resident Don Miller who is someone personally impacted by ALS is requesting a proclamation be adopted proclaiming May 2026 as ALS Awareness Month.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	LCC-96 Provisions for Proclamations and Letters of Recognition
2.	ALS AWARENESS MONTH_2026

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 03/30/2026
Melanie Marsh	Approved - 04/02/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/10/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS
County Policy

Title: Provisions for Proclamations and Letters of Recognition

Number: LCC-96

Cancels:

Approved: October 8, 2013

I. OBJECTIVE

The purpose of this policy is to establish guidelines for the issuance of Proclamations by the Board and for the issuance of Letters of Recognition by individual Commissioners.

II. DIRECTIVES

A. The Board of County Commissioners may issue Proclamations recognizing:

1. National and state recognized "months, days and weeks" that will be accepted by community members, such as "Countywide United Way Month," or "Juvenile Justice Week."

2. Major local events that will benefit the community.

3. Individuals and organizations that have made outstanding contributions to the County.

B. Individual Commissioners may issue Letters of Recognition without Board approval to acknowledge or recognize an achievement, service, event, or other act not falling under the categories set forth in Subsection (A) above.

III. RESERVATION OF AUTHORITY

The authority to issue or revise this Policy is reserved to the Board of County Commissioners. The County Manager shall have the authority to issue procedures as necessary to carry out this Policy.

Leslie Campione

_____

Leslie Campione
Chairman, Board of County Commissioners
Lake County

PROCLAMATION
2026 - 29

WHEREAS, amyotrophic lateral sclerosis, also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and

WHEREAS, thousands of new amyotrophic lateral sclerosis (ALS) cases are reported every year, and estimates show that every 90 minutes, someone is diagnosed with ALS, and someone passes away from ALS; and

WHEREAS, on average, patients diagnosed with ALS survive only two to five years from the time of diagnosis; and

WHEREAS, the exact causes of ALS are unknown and there is no known cure for ALS; and

WHEREAS, people who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service; and

WHEREAS, securing access to new therapies, durable medical equipment, and communication technologies is of vital importance to people living with ALS; and

WHEREAS, clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS; and

WHEREAS, the ALS Association is the largest philanthropic funder of ALS research globally and has committed more than $154 million to support more than 550 projects across the United States and 18 other countries; and

WHEREAS, the ALS Association is committed to make ALS livable and cure it for everyone, everywhere; and

WHEREAS, Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease;

NOW, THEREFORE BE IT PROCLAIMED, by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Lake County does hereby proclaim the month of May 2026 as Amyotrophic Lateral Sclerosis Awareness Month, calling upon all Americans to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

Section 2. A copy of this Proclamation shall be spread upon the minutes of this meeting.

Section 3. This Proclamation shall become effective upon adoption.

DONE AND PROCLAIMED by the Board of County Commissioners of Lake County, Florida in regular session this 28th day of April 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
LESLIE CAMPIONE, CHAIRMAN

ATTEST:

_____
SEAN M. PARKS, VICE CHAIRMAN

_____
GARY J. COONEY CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FL

_____
ANTHONY SABATINI, DISTRICT 1

_____
KIRBY SMITH, DISTRICT 3

_____
TIMOTHY MORRIS, DISTRICT 5

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

_____
MELANIE MARSH, COUNTY ATTORNEY

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

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: COUNTY MANAGER

MEETING DATE: 4/28/2026
ITEM TYPE: Consent Item
ITEM ID: 42934

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Continued/Deferred Until:
Other:

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

DATE: 04/22/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42935
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Crime Stoppers Grant Program

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval for the Chairman to execute a letter of support and agreement to the Florida Attorney General regarding the Crime Stoppers Grant Program. There is no fiscal impact.

BACKGROUND SUMMARY: Every three years, Central Florida Crime Line Program, Inc. ("Crimeline") is required to provide a Letter of Support to the Office of the Attorney General from each County Commission in which they provide services. Crimeline is a Florida non-profit corporation and a member of The Florida Association of Crime Stoppers, Inc., which is commonly referred to as "Crime Stoppers." A request was received from Barb Bergin, Executive Director of Crimeline, for submittal of this letter and agreement authorizing Crimeline to act as Lake County's agent for the purpose of applying for, receiving and expending Crime Stoppers Trust Fund monies to support Crime Stoppers initiatives in Lake County. The attached letter is required under Section 16.555, Florida Statutes.

The Board of County Commissioners last approved this Letter of Support on April 11, 2023.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Email Request - Crime Stoppers Letter
2.	Letter of Agreement - Crime Stoppers Trust Fund Grants

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 04/22/2026
Melanie Marsh	Approved - 04/22/2026
Jennifer Barker	Approved - 04/23/2026
Marisol Saldana	Final Approval - 04/23/2026

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

Saldana, Marisol

From: Spahn, Misty
Sent: Wednesday, April 22, 2026 4:27 PM
To: Saldana, Marisol
Subject: FW: Crime Stoppers Trust Fund-Request
Attachments: Crime Stoppers Trust Fund 2026 Draft.docx; Cime Stoppers Agenda Item 2023.pdf

Hi Marisol!

Can you please add this to the 4/28 BCC agenda? Attached is the last agenda item that was done in 2023.

Sorry for the last-minute item!

MISTY SPAHN
Executive Office Manager
COUNTY MANAGER'S OFFICE

A 315 W. Main St., Tavares, FL
P 352-343-9888
E misty.spahn@lakecountyfl.gov | **W** www.lakecountyfl.gov

NOTE: *Florida has a very broad public records law.*
Your email communications may be subject to public disclosure.

From: Marden, Kristy <Kristy.Marden@lcso.org>
Sent: Wednesday, April 22, 2026 4:17 PM
To: Barker, Jennifer <jennifer.barker@lakecountyfl.gov>; Spahn, Misty <misty.spahn@lakecountyfl.gov>
Cc: McMennamy, Cliff <Cliff.McMennamy@lcso.org>
Subject: Crime Stoppers Trust Fund-Request

CAUTION: This email originated from outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Ms. Barker:

In accordance with Section 16.555, *Florida Statutes,* the Central Florida Crimeline Program, Inc. is required every three (3) years to submit a Letter of Support to the Office of the Attorney General from each County Commission it serves.

For your review, I have attached a draft letter along with the 2023 letter from the Board of County Commissioners. I have also included Ms. Bergin's contact information below should you have any questions or need additional information.

Ms. Barb Bergin, Executive Director
Crimeline
PO Box 3391
Orlando, FL 32802-3391
(407) 423-8477

Thank you for your assistance in this matter.

PEYTON C. GRINNELL
SHERIFF OF LAKE COUNTY
LAKE COUNTY SHERIFF'S OFFICE
360 W Ruby Street, Tavares, FL 32778
kristy.marden@lcso.org | www.lcso.org | 352-343-9501

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Board of County Commissioners
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778-7800

April 28, 2026

The Honorable James Uthmeier
Attorney General of Florida
Department of Legal Affairs
The Capitol
Tallahassee, Florida 32399-1050

Re: Letter of Agreement – Crime Stoppers Trust Fund Grants

Dear General Uthmeier:

Per the requirements of Section 16.555, Florida Statutes, the Lake County Board of County Commissioners on April 28, 2026, approved the transmittal of this Letter of Agreement authorizing the Central Florida Crimeline Program, Inc. to act as Lake County's Agent for the purposes of applying for, receiving and disbursing Crime Stoppers Trust Fund dollars for approved Crime Stoppers initiatives in Lake County, as provided for in Section 938.06, Florida Statutes.

No additional costs will be incurred by Lake County as a result of this Agreement.

Please let us know if you have any questions or need further information.

Sincerely,

Leslie Campione, Chairman
Lake County Board of County Commissioners

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

DATE: 03/24/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42835
Erikk Ross, Information Technology Director
BY: Bill Ponko, Senior Procurement Agent
SUBJECT: State of Florida Contracts for IT Related Purchases

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of the continued utilization of various State of Florida Information Technology related hardware and software contracts on an as-needed basis.
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $2,000,000 (expenditure) and will not exceed any Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in collaboration with the Information Technology (IT) Department, recommends approval to continue utilizing all State of Florida IT-related hardware and software contracts and any successor contracts competitively awarded by, or adopted by, the State of Florida. This approach promotes cybersecurity; maintains technological integrity and manufacturer support for purchased equipment; and strengthens protection against viruses and reduces ransomware threats. Previous Boards have recognized the importance of this strategy and this Agenda Item seeks the Board's acknowledgment of the County's strategy.

The primary rationale for this recommendation is the continued presence of a widespread “gray market" where non-genuine or unauthorized IT products are sold at discounted prices to unsuspected purchasers. Such items often lack manufacturer warranty and support, increasing long-term costs and operational risks. Additionally, use of these contracts increases cybersecurity and reduces the County's risk of cyberattack. To safeguard against these risks, the IT Department recommends that budgeted technology purchases continue to be made through existing and successor State of Florida contracts, as well as contracts adopted by the State that are fully supported by the original equipment manufacturers (OEMs) and distributed through authorized local government resellers.

Continued use of these contracts will:

- Promote consistency of IT equipment across all BCC departments.
- Ensure compliance with County operational standards and specifications.

- Simplify and expedite system maintenance and repair.
- Allow product returns without incurring costly restocking fees.
- Promote cybersecurity and reduce risk of cyberattack.

In accordance with LCC-39, exceptions to full and open competition may be granted when competition is unavailable or when a sole-source purchase is deemed in the County's best interest, provided such actions comply with Policy LCC-39 and Procedure LC-7. This includes instances related to cybersecurity compliance under Section 119.0725, Florida Statutes, where the IT Department and the Office of Procurement Services determine that certain goods or services are confidential and exempt from disclosure requirements.

Fiscal Impact: $2,000,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Various	Various	Various	Various		$2,000,000

Advertised Date: Paper:

Attachments:

1.	Agenda Item FY2013
2.	Agenda Item FY2016
3.	Agenda Item FY2017

STAFF APPROVALS AND DATES:

Bill Ponko	Created/Initiated - 03/24/2026
Ron Falanga	Approved - 03/26/2026
Erikk Ross	Approved - 03/26/2026
Alexis Clark	Approved - 03/26/2026
Kerri Andrews	Approved - 03/30/2026
Nickolas Clarke	Approved - 03/30/2026
Kandace Pourbaix	Approved - 03/30/2026
Miranda Lanoue	Approved - 03/30/2026
Jaime Stewart	Approved - 03/30/2026
Melanie Marsh	Approved - 04/03/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/10/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

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

DATE: 11/26/2012
TO: David Heath, County Manager
THRU:

MEETING DATE: 12/18/2012
ITEM TYPE: Consent Item
ITEM ID: 322

BY: Sandra Rogers, Contract Officer I
SUBJECT: Approval to access various State of Florida Contacts for IT Related Purchases on an as-needed basis.

RECOMMENDATION/REQUIRED ACTION: Approve

To ensure manufacturer support of purchased items, approve use of current and successor contracts competitively awarded by, or adopted by, the State of Florida for purchase of various items of budgeted Information Technology (IT) equipment on an as-needed basis, and authorize the procurement office to execute any implementing documentation. There is no fiscal impact at this time.

BACKGROUND SUMMARY: Procurement Services, in coordination with Information Technology, requests approval to directly access the various current, and related successor, State of Florida contracts for IT equipment and directly related services. The contracts awarded by, or adopted by, the State of Florida were fully competed and advertised, and comply with all State of Florida and Lake County purchasing procedures.

Careful diligence must be used when purchasing IT equipment. There is a widespread 'gray' market that exists where 'non-genuine' products can be purchased at low prices and re-sold to unsuspecting purchasers. This 'gray' market consists of counterfeit equipment, refurbished equipment, and equipment that was allocated for foreign consumption. When 'gray' market dealers peddle this equipment to unsuspecting purchasers the result is that equipment could be received that is not up to proper specifications and in most cases the manufacturers will not honor the warranties.

The County recently experienced a situation such as this when Hewlett Packard refused to honor warranty on Hewlett Packard equipment delivered to the County in response to a "low bid" award. Hewlett Packard advised that this decision was based on the fact that the delivered equipment had been manufactured for foreign market use. This situation was successfully resolved after considerable corrective effort by return of the "foreign use" product, and re-award to a vendor providing product specifically approved by Hewlett Packard for domestic use.

To avoid any recurrence, Information Technology recommends that all budgeted IT equipment be purchased via access of existing State of Florida contracts that are fully backed by original equipment manufacturers and their fully authorized distributors. When available, and when it is in the best interest of the County to do so, IT purchases

from the state contracts will be focused on use of local authorized distributors.

The current State of Florida contracts that are being requested for access are:

- State of Florida contract 880-000-09-1, Audio & Video Equipment and Accessories
- State of Florida contract 250-000-09-1, Network Infrastructure – Equipment and Services
- State of Florida contract 250-WSCA-10-ACS, Miscellaneous IT Equipment (WSCA)
- State of Florida contract 252-000-09-ACS, IT Products & Services (US Communities)
- State of Florida contract 252-030-09-ACS, Commercial Off-The-Shelf Software (COTS) (AR)
- State of Florida contract 252-500-09-1, Mainframe and Other Software
- State of Florida contract 252-001-09-1, Microsoft License, Maintenance & Services
- State of Florida contract 252-GSA, Information Technology Equipment, Software & Services (GSA Schedule 70)
- State of Florida contract 991-268-11-1, IT Disaster Recovery Services
- State of Florida contract DMS-1011-008C, Mobile Communication Services, Verizon (Data)
- State of Florida contract STC 725-330-05-1, Wireless Voice Services State Term Contract: Verizon Wireless (Voice)
- WSCA (Weatern Staea Contracting Alliance) contract 1907 for Sprint Solutions Wireles (Voice).

The last contract listed above was essentially adopted by the State of Florida. County staff wishes to access the WSCA contract directly as certain conditions added to the contract by the State of Florida involve undue administrative burden to the purchasing process.

This recommendation applies to the current contracts cited above, and the direct successors to those contracts as the specific commodities are re-competed and re-awarded.

Fiscal Impact: There is no fiscal impact at this time.
Account No.:
Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Rogers, Sandra	Created/Initiated - 11/26/2012
Schwartzman, Barnett	Approved - 11/26/2012
Platt, Leon	Approved - 11/27/2012
Earls, Steve	Approved - 11/27/2012
Nguyen, Binh	Approved - 11/27/2012
Thornton, Todd	Approved - 11/27/2012
Koontz, Steve	Approved - 11/28/2012
Minkoff, Sanford A.	Approved - 11/29/2012

ACTION TAKEN BY BOARD:

Action: Approved Continued/Deferred Until:

Other:

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

DATE: 10/22/2015
TO: David Heath, County Manager
THRU:

MEETING DATE: 11/10/2015
ITEM TYPE: Consent Item
ITEM ID: 2527

BY: Sandra Rogers, Contract Officer I
SUBJECT: Approval to access various State of Florida Contracts for IT Related Purchases on an as-needed basis

---

RECOMMENDATION/REQUIRED ACTION: Approve

Request approval of the addition of three State of Florida IT-related contracts competitively awarded by, or adopted by, the State of Florida to the previous list of such contracts approved by the Board for direct order access by the procurement office. The three additional contracts are for Data Communications products, Multi-function Device products, and IT consulting services. Equipment and/or services under these contracts are ordered on an as-needed basis. The estimated annual fiscal impact is $30,000.

BACKGROUND SUMMARY:
County staff requested approval under Agenda item 322 (dated 12/18/2012) to access various State of Florida contracts for IT Related purchases, and directly related services, and related successors to those contracts. The contract awarded or adopted by the State of Florida were fully competed and advertised, and comply with all State of Florida and Lake County purchasing procedures. The list of contracts may be found on the original agenda item, and original/successor contracts may be found on the attached spreadsheet.

To continue to ensure manufacturer support of purchased items, Procurement Services, in coordination with Information Technology, requests approval to directly access three additional State of Florida IT related contracts (and any direct successor contracts) competitively awarded by, or adopted by, the State of Florida for purchase of various items of budgeted Information Technology (IT) equipment on an as-needed basis. The current State of Florida contracts that are being requested for access are:

- WSCA Data Communications Products & Services 14-19 43220000-WSCA-14-ACS
- Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services 600-000-11-1
- Information Technology (IT Consulting Services 973-561-10-1

When available, and when it's in the best interest of the County to do so, IT purchases from the State contracts will be focused on use of local authorized distributors.

Fiscal Impact: No fiscal impact at this time
Account No.:

Advertised Date: Paper:
Attachments:

1.	Agenda Item 322
2.	Contracts, Approved and Requested

STAFF APPROVALS AND DATES:

Rogers, Sandra	Created/Initiated - 10/22/2015
Schwartzman, Barnett	Approved - 10/23/2015
Platt, Leon	Approved - 10/23/2015
Earls, Steve	Approved - 10/23/2015
Nguyen, Binh	Approved - 10/23/2015
Thornton, Todd	Approved - 10/23/2015
Koontz, Steve	Approved - 10/27/2015
Marsh, Melanie	Approved - 11/02/2015
Booth, Niki	Final Approval - 11/02/2015

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

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

DATE: 08/09/2017
MEETING DATE: 09/19/2017
TO: Jeff Cole, County Manager
ITEM TYPE: Consent Item
THRU:

ITEM ID: 3820

BY: Sandra Rogers, Senior Contracting Officer
SUBJECT: Approval to access various State of Florida Contracts for IT Related Purchases on an as-needed basis.

RECOMMENDATION/REQUIRED ACTION:
Request approval for continued access to various State of Florida IT contracts and directly related services, and all related successors to those contracts. There is no fiscal impact at this time.

BACKGROUND SUMMARY: To continue to ensure manufacturer support of purchased items, Procurement Services, in coordination with Information Technology, requests approval to directly access all State of Florida IT related contracts and any related successor contracts competitively awarded by, or adopted by, the State of Florida for the purchase of various items of budgeted Information Technology equipment on an as-needed basis. There is no fiscal impact at this time.

The primary rationale for this request is that there continues to be a widespread “gray” market wherein ‘non-genuine” products can be purchased at low prices and re-sold to unsuspecting purchasers. This can result in the inability to support such equipment. To avoid purchases of “gray” market items, Information Technology recommends that budgeted IT equipment be purchased via access to existing State of Florida contracts that are fully backed by original equipment manufacturers and in which distribution is accomplished through authorized local government partners. Continuation of this purchasing structure will support:

- Equipment consistency throughout BCC
- Assurance of product compliance to the County’s operational requirements
- Simplification and efficiency of system repair and maintenance processes, and
- Ease of product returns without costly restocking fees

There is no immediate fiscal impact associated with this request. The FY 2016 spend under the Board approved State of Florida IT contracts was $224,677, with FY 2017

expenses running at about the same level. The bulk of that expense is directly attributable to Microsoft Software Licensing. Staff expects a slighter higher level of expense in FY2018 due to the renewal of the Microsoft Enterprise Agreement with an enhanced focus on security.

Fiscal Impact: No immediate fiscal impact
Account No.:
Advertised Date: Paper:
Attachments:

1.	Agenda Item FY2016
2.	Agenda Item FY2013

STAFF APPROVALS AND DATES:

Sandra Rogers	Created/Initiated - 08/09/2017
Cathy Vanatta	Approved - 08/09/2017
Barnett Schwartzman	Approved - 08/09/2017
Leon Platt	Approved - 08/09/2017
Steve Earls	Approved - 08/14/2017
Jennifer Barker	Approved - 08/14/2017
Todd Thornton	Approved - 08/14/2017
Melanie Marsh	Approved - 08/15/2017
Niki Booth	Final Approval - 08/17/2017

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

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

DATE: 04/09/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42899
Erikk Ross, Information Technology Director
BY: Erikk Ross, Information Technology Director
SUBJECT: Grant agreement for Local Government Cybersecurity Grant Program

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of the grant agreement for the Local Government Cybersecurity Grant Program with the State of Florida Department of Management Services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

There is no fiscal impact.

BACKGROUND SUMMARY: The Information Technology Department applied for the Local Government Cybersecurity Grant Program which is being offered by the State of Florida Department of Management Services (DMS). There is no fiscal award for this grant. Instead, DMS is offering local government agencies access to various cybersecurity services, licenses and commodities. On April 1, 2026, DMS notified the County of the award. The services awarded will help to further strengthen the security of county systems.

The board approved similar agenda items on May 23, 2023, June 25, 2024, and June 10, 2025.

Fiscal Impact: None

Account No.:

Advertised Date: Paper:
Attachments:

1.	Grant Agreement for Local Government Cybersecurity Grant (CONFIDENTIAL)

STAFF APPROVALS AND DATES:

Erikk Ross	Created/Initiated - 04/09/2026
Erikk Ross	Approved - 04/09/2026
Alexis Clark	Approved - 04/15/2026
Kerri Andrews	Approved - 04/15/2026

Ron Falanga	Approved - 04/15/2026
Kandace Pourbaix	Approved - 04/15/2026
Miranda Lanoue	Approved - 04/16/2026
Jaime Stewart	Approved - 04/16/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

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

DATE: 04/15/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 40870
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Funding Agreements for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To execute a Funding Agreement with The Fifth Judicial Circuit Office of Court Administration for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program; and
2. To execute a Funding Agreement with the State Attorney for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program; and
3. To execute a Funding Agreement with the Public Defender for the Operation of the Lake County Adult Post-Adjudicatory Drug Court Program.

The fiscal impact is $440,550 (expenditure).

BACKGROUND SUMMARY: The Opioid epidemic has continued to have a significant adverse impact on the State of Florida and Lake County. In 2019, the Board of County Commissioners (Board) approved Lake County's participation in the National Prescription Opiate Multidistrict Litigation, which is comprised of almost 100 political subdivisions within the State of Florida and the State of Florida itself, against numerous entities engaged in the manufacturing, marketing, promotion, distribution or dispensing of opioids. The lawsuit is in the settlement phase and the municipalities have assigned their funds to the County. Lake County has received settlement funds that must be used for Approved Purposes and Opioid Abatement Strategies as identified by the State.

In 2021, the Board acknowledged the establishment of the Lake County Opioid Task Force (Opioid Task Force), which is an organically existing group of representatives from various Lake County municipalities. The Opioid Task Force serves to:

1. Gather data about the nature and extent of problems being faced in communities within the County;
2. Receives and reports recommendations to the Board from other government and private entities about activities that should be undertaken to abate the opioid epidemic; and
3. Makes recommendations to the Board and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic.

The Opioid Task Force established the Lake County Opioid Abatement Plan, for the purpose of documenting the goals for opioid abuse abatement in Lake County, which included the development of a three-pronged approach to abate the opioid epidemic in Lake County by implementing an opioid drug treatment court, focusing on medical services, and establishing a public information campaign. Section 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons in the justice system assessed with a substance abuse problem to be processed in a manner appropriate to address the severity of the person's identified substance abuse problem through treatment services tailored to the individual needs of the participant. Administrative Order L-2025-33, established a pilot program, entitled *Lake County Post-Adjudicatory Drug Court Program*, to benefit the residents of Lake County.

On July 22, 2025, the Board approved the Fiscal Year 2026 Drug Treatment Court Budget as presented by the Honorable Michael Graves, Lake County Public Defender. The Funding Agreements between Lake County, The Fifth Judicial Circuit Office of Court Administration, the Public Defender, and the State Attorney outline the annual funding and obligations to be provided by each party for the maintenance and operation of the Lake County Post-Adjudicatory Drug Court Program.

Fiscal Impact: $440,550 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Restricted Local	1310	6064200	880810		$20,000
Restricted Local	1310	6064200	880810		$20,000
Restricted Local	1310	6064200	VARIOUS		$375,500
Restricted Local	1310	6064200	830340		$25,000

Advertised Date: Paper:

Attachments:

1.	L-2025-33 Administrative Order Establishing the Lake County Adult Post-Adjudicatory Drug Court Pilot Project
2.	FY26 Drug Treatment Court Budget
3.	Lake County & Circuit Court Funding Agreement for Post-Adjudicatory Drug Court Program
4.	Lake County & SAO Funding Agreement Post-Adjudicatory Drug Court Program
5.	Lake County & PDO Funding Agreement Post-Adjudicatory Drug Court Program

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STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/15/2026
Melissa Martinez	Approved - 04/15/2026
Melanie Marsh	Approved - 04/16/2026
Ron Falanga	Approved - 04/16/2026

Kandace Pourbaix	Approved - 04/16/2026
Miranda Lanoue	Approved - 04/16/2026
Jaime Stewart	Approved - 04/16/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR LAKE COUNTY, FLORIDA

ADMINISTRATIVE ORDER: L-2025-33

ADMINISTRATIVE ORDER ESTABLISHING THE LAKE COUNTY ADULT POST-ADJUDICATORY DRUG COURT PILOT PROJECT

WHEREAS, Florida Law affords individuals charged with certain crimes resulting from a substance abuse problem the opportunity to treat the root cause of their engagement in the criminal justice system through problem-solving court programs; and,

WHEREAS, it has been found that specialized court dockets are beneficial to manage the criminal cases of eligible individuals and to provide referral for treatment of their substance abuse problem (a/k/a substance use disorder); and,

WHEREAS, Chapter 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons assessed with a substance abuse problem to be processed in a manner to appropriately address the severity of the identified substance abuse problem through treatment services tailored to the individual needs of the participant; and,

WHEREAS, the establishment of a pilot program entitled; "Lake County Adult Post-Adjudicatory Drug Court Program" is to the benefit of the residents of Lake County, Florida; and,

WHEREAS, the Fifth Judicial Circuit currently receives funds to support the Lake County Adult Post Adjudicatory Drug Court Program and its participants; and

WHEREAS, the pilot program is designed to serve eligible defendants/offenders from post-adjudicatory felony cases in Lake County, including post-adjudicatory violation of probation cases, certain post-adjudicatory 3rd degree non-violent felony cases under Chapter 810, Florida Statutes; or any other felony offense that is not a forcible felony as defined in section 776.08, Florida Statutes; and,

WHEREAS, Offenders with sentencing scores of 60 points or fewer or Offenders with sentencing scores of 60 points or fewer who have violated community control or probation due to a positive or suspect drug screen – if the underlying offense occurred on or after July 1, 2009, may be eligible to participate; and,

WHEREAS, Chapter 397, Florida Statues, in its entirety, establishes the provision of substance misuse services within the State of Florida, and;

WHEREAS, Chapter 397.334(4), Florida Statute establishes that the treatment-based drug court programs shall include therapeutic jurisprudence principles and adhere to the 10 key components, recognized by the Drug Courts Program Office of the Office of Justice Programs of the United States Department of Justice and adopted by the Florida Supreme Court Treatment-Based Drug Court Steering Committee; and

WHEREAS, in the interest of judicial economy and for the efficient administration of justice,

IT IS HEREBY ORDERED that:

1. **The Lake County Adult Post-Adjudicatory Drug Court is created and established as a pilot program,** and shall be maintained subject to the availability of adequate funding or until such time that either a permanent program is established or the pilot program is no longer deemed judicially economical and/or efficiently administering justice.

2. **The Lake County Adult Post-Adjudicatory Drug Court** shall determine whether any potentially eligible case type and Offender from the other Circuit Criminal Division meets the criteria for the Offender to be referred to substance use disorder treatment and support.

3. **The Lake County Adult Post-Adjudicatory Drug Court** will limit participation in the program to no more than 10 participants. Additional participants may be added upon approval of the Lake County Administrative Judge.

4. Any application fee for a Defendant who applies for acceptance into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This Provision will be re-evaluated each October to ascertain the effectiveness of said waiver.

5. Any monthly participation fee for person who is accepted into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This provision will be reevaluated each October to ascertain the effectiveness of the waiver of the monthly participation fee.

6. There shall be no refunds of any assessed fees which have already been paid.

7. The policies and procedures of the **Lake County Adult Post-**

Adjudicatory Drug Court shall be set forth in the Policy & Procedure Manual and shall include court requirements, eligibility criteria and referral procedures and will follow the Florida Supreme Court Best Practice Standards.

8. If defendants' participation in the program is terminated for cause, the defendant shall be terminated from the drug court program and sentenced accordingly by the drug court judge. The unpaid balance of any assessed fee(s) may become a lien of record.

9. All hearings conducted pursuant to this administrative order shall be electronically recorded.

DONE and ORDERED in Chambers at Tavares, Lake County, Florida this 14th of November 2025.

James R. Baxley
Lake County Administrative
Judge

LAKE COUNTY DRUG COURT PROPOSED YEAR ONE BUDGET

	EXPENSE TYPE	UNIT DESCRIPTION	State MOU Core Strategies (Schedule A)	State MOU Approved Uses (Schedule B)	Approx. # of units or people		TOTAL COST
1	Transportation	Uber, bus passes, sober escorts etc.	E4	B1, B7	100		$ 5,000.00
2	Training and Education	Training & travel to conferences related to Drug Court Best Practices for approved team members		D3, D7, J3, K1			$ 13,000.00
3	Office Supplies & participant incentives for behavior change	Files, stationary, cards, certificates, pens, etc.		J4			$ 3,200.00
4	Administrative cost (Salary for 1 FTE Coordinator CPS1)	Pass through Lake County BOCC - salary & benefits for 1 FTE for Court Program Specialist 1 or equivalent position salary & benefits	F1	B5, D3, J3, K1	1		$ 70,000.00
		Cost of below services based on RFI					$ -
5	Treatment Services	Biopsychosocial Assessment	F1	B2, D5	50		$ 2,250.00
6	Treatment Services	Treatment Plan & Update	F1	A1, B2, B3, D5	100		$ 6,000.00
7	Treatment Services	Individual & family therapy sessions	F1	B2, B3, D5	200		$ 12,000.00
8	Treatment Services	Outpatient group	F1	B2, D5	2000		$ 50,000.00
9	Treatment Services	IOP (hourly rate)	F1	B2, D5	1000		$ 30,000.00
10	Treatment Services	Clinical case management	F1	B2, B3, D5	20		$ 400.00
11	Treatment Services	Initial Psychiatric Assessment (MAT/Meds)	B1, B4, F1	A1, B2, D5	20		$ 6,000.00
12	Treatment Services	Medication Management Follow Up	B1, B4, F1	A1, A7, B2, D5	20		$ 3,000.00
13	Treatment Services	Residential Level 2 (long term substance abuse treatment)	B4, E4, F1	A7, B2, B3	500		$ 93,200.00
14	Treatment Services	Recovery or Life skill or Criminogenic classes	F1	B2, D5	100		$ 2,000.00
15	Drug Screens	Drug testing for participants at an average of $30 per test (some variation in cost due to number of panels, confirmation, and type) random & frequent	F1	B2, D5	2000		$ 60,000.00
16	Sober Housing	Supportive housing focused on recovery	B4, E4	B1, B2, B4	500		$ 7,500.00
17	Recovery Housing	Therapeutically supervised supportive recovery driven living environment that requires random drug testing & organized supportive classes or sessions included	B4, E4	B1, B2, B4	200		$ 10,000.00
18	Peer Recovery Coaching		E2	B2, C10	100		$ 2,000.00
		TOTAL FOR COURT ADMINISTRATION					**$ 375,550.00**
		OTHER EXPENSES					$ -
19	Housing	Temporary housing or housing not related to sober living or residential treatment - will be provided through contracted service provider/managing entity	B4, E4	B1	5		$ 25,000.00
20	Attorneys	Training & other auxiliary funding related to Treatment Courts in Lake-for State Attorney& Public Defenders office ($20,000 each)		B5, J3	2	$ 20,000.00	$ 40,000.00
		TOTAL FOR ADDITIONAL LEGAL AND HOUSING SERVICES					**$ 65,000.00**
		TOTAL REQUEST					**$ 440,550.00**

FUNDING AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
FOR THE OPERATION OF THE LAKE COUNTY ADULT
POST-ADJUDICATORY DRUG COURT PROGRAM

THIS AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, (hereinafter "County") and The Fifth Judicial Circuit Of Florida (hereinafter " the Circuit") for the funding and operation of the Adult Post-Adjudicatory Drug Court, (hereinafter "Opioid Drug Court") collectively hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, the Opioid epidemic has continued to have a significant adverse impact on the State of Florida and Lake County; and

WHEREAS, almost 100 political subdivisions within the State of Florida, including Lake County, and the State of Florida itself, filed a lawsuit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids; and

WHEREAS, the lawsuit is in the settlement phase and funds have been allocated to Lake County by municipalities; and

WHEREAS, Lake County receives settlement funds that must be used for Approved Purposes and Opioid Abatement Strategies identified in State agreements and exhibits attached hereto; and

WHEREAS, the opioid settlement framework contemplates an 18-year structure for allocations and distributions under the Regional Fund sliding scale identifying Years 1-6, 7-9, 10-12, 13-15, and 16-18; and

WHEREAS, Lake County has adopted resolutions and entered into formal agreements authorizing participation in the State's unified plan for allocation and use of opioid settlement proceeds; and

WHEREAS, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter "Opioid Task Force," formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and

WHEREAS, the Florida Memorandum of Understanding, hereinafter the "Florida Plan," attached hereto as **Exhibit A**, sets forth a framework for a unified plan for the proposed allocation and use of opioid settlement proceeds; and

WHEREAS, on June 22, 2021, the Lake County Board of County Commissioners approved Resolution 2021-100, attached hereto as **Exhibit B**, authorizing Lake County to join with the State of Florida and other local governmental units as a participant in the Florida Plan and formal agreements implementing a unified plan; and

WHEREAS, on November 15, 2021, the Florida Opioid Allocation and Statewide Response Agreement was entered into between the State of Florida Department of Legal Affairs, Office of the Attorney General, and Certain Local Governments in the State of Florida, a copy of which is attached hereto as **Exhibit C**; and

WHEREAS, on December 21, 2021, the Lake County Board of County Commissioners acknowledged the establishment of the Lake County Opioid Task Force as the recommending group for the abatement of the opioid epidemic by providing relevant information and analysis on the opioid crisis within Lake County; and

WHEREAS, the Opioid Task Force has established the Lake County Opioid Abatement Plan, a copy of which is attached hereto as **Exhibit D**, for the purpose of documenting the goals for opioid abuse abatement in Lake County; and

WHEREAS, the Opioid Task Force has developed a three-pronged approach to abate the opioid epidemic in Lake County by implementing an opioid drug treatment court, focusing on medical services, and establishing a public information campaign; and

WHEREAS, Section 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons in the justice system assessed with a substance use disorder to be processed in a manner appropriate to address the severity of the person's identified substance use disorder through treatment services tailored to the individual needs of the participant; and

WHEREAS, Administrative Order L-2025-33, attached hereto as **Exhibit F**, established a pilot program, entitled, "*Lake County Post-Adjudicatory Drug Court Program,"* to benefit the residents of Lake County; and

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

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Effective Date and Term.** This Agreement will become effective upon the date the last Party hereto executes it. The term of this Agreement will be a one (1) year period from October 1, 2025, to September 30, 2026. Amendments to this Agreement must be in writing and executed by authorized representatives of the Parties. Upon expiration of the initial term, and thereafter upon each renewal term, this Agreement shall automatically renew for successive periods of one (1) year unless the Opioid Drug Court is disestablished, funds have been fully expended or are no longer available, or is otherwise terminated in accordance with this Agreement.

Section 3. **County's Obligations.**

A. Annual Funding. Funding under this Agreement will be provided from Opioid Settlement Funds ("Opioid Funds") for the purpose of the Adult Post-Adjudicatory Drug Court ("Opioid Drug Court"), as approved by the Board and outlined in **Composite Exhibit E**. Funding for the Program will be in the County's sole discretion and is subject to annual appropriation by the Lake County Board of County Commissioners ("Board") through the County's budget process each Fiscal Year (FY). The Parties recognize that the opioid settlement allocation framework spans a total of eighteen (18) years and annual appropriation amounts may differ. The Parties hereby agree that the funding arrangement provided under this Agreement is not intended to constitute a debt for the County. Nothing herein shall be construed as pledging the full faith and credit of the County, nor obligate the County to commit ad valorem revenues to fund the Opioid Drug Court.

i. **Initial Fiscal Year Funding.** For FY 2026, running from October 1, 2025, through September 30, 2026, ("Initial Fiscal Year") the County agrees to provide funding to the Circuit the amount of **Three Hundred Seventy Five Thousand Five Hundred Fifty Dollars and XX/100 ($375,550.00)**, as approved under the Board's approved FY 2026 budget, in order for the Circuit to provide Opioid Drug Court services to the residents of Lake County, Florida.

ii. **Subsequent Fiscal Year Funding.** As provided for in Section 4.B, infra, the Circuit, the State Attorney's Office, and the Public Defender's Office, (hereinafter "Participating Offices") agree to present annually to the Board of the Opioid Drug Court's progress and proposed Budget for the upcoming Fiscal Year, following which the Board will determine and approve the amount of Opioid Funds to include in the County's budget for the upcoming Fiscal Year. No later than October 31st of each year, and annually by October 31st thereafter so long as the requisite funds are available and The Circuit has provided invoicing as outlined in Section 4.C., infra, the County shall provide annual funding to The Circuit for support services related to the Opioid Drug Court as allowed for under the Board's approved Fiscal Year Opioid Drug Court budget. The Parties understand that the annual funding amount may change and that no specific amount of Opioid Funding, beyond the Initial Fiscal Year, is guaranteed to be provided under this Agreement, however, excluding the Initial Fiscal Year, any unilateral downward departure from the prior fiscal year appropriation of more than, or equal to, ten percentage points (10%) from the average of the three (3) previous appropriations, when available, would require a finding of fact by the Board and recitation of the reasoning for the downward departure.

B. Payment of Funds.

i. Funding shall be provided to the Circuit directly and also utilized for direct payment for the Circuit contracted vendor services by County on behalf of the Circuit as provided under Section 4.C., infra.

ii. In order for County to make payment to the Circuit's vendors directly, the Circuit shall provide the County's Office of Procurement Services with the following:

a. Copies of all vendor contracts to be utilized for services;

b. A W-9 for each vendor; and

c. Any other documentation reasonably requested by County to effectuate payment to the Circuit's vendors.

iii. Pursuant to Section 5, infra, the Circuit shall provide immediate notice to County of any material changes with vendor's contracts, information, or services

C. Invoices. Invoicing provided by the Circuit shall (a) identify the submitting party with contact information, and the billing date/period; (b) itemize goods and services; (c) identify the specific Approved Uses category under Schedule B applicable to each line item; (d) identify the corresponding line item from the Opioid Drug Court Budget, which is attached hereto and incorporated herein as **Composite Exhibit E**, (e) include any relevant supporting documentation (e.g., receipts, timesheets, service logs, proof of delivery/performance); (f) include a certification, signed by an authorized representative of the

submitting party, attesting that the invoice is true and correct, and that expenditures are limited to Approved Uses; and (g) include any additional documentation reasonably requested by County. Invoices shall be submitted in the form prescribed by the County.

i. The Circuit shall submit all invoices to:

Lake County Office of Management and Budget ("Budget Office")
Post Office Box 7800
Tavares, Florida 32778-7800

ii. Upon receipt of a timely, complete, and accurate invoice from the Circuit, the Budget Office shall review the request. Upon a determination that an invoice is compliant with this Agreement, the Budget Office shall provide the invoice to the Clerk Finance Office for payment.

iii. Any invoice that is untimely, incomplete, inaccurate, or not accompanied by the necessary supporting documents will be deemed insufficient and may result in a delay or denial of payment to the Vendor by the Budget Office, and possible termination of this Agreement. County shall not be held liable or responsible for direct payment of vendor invoices that are insufficient under this Agreement, delayed, or have accrued late fees. Invoices will be paid in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

iv. Noncompliant Invoices. If any portion of an invoice is determined by County to be noncompliant with this Agreement, the County may: (a) reject the invoice in whole or in part; (b) approve the compliant portion and deny the noncompliant portion of the invoice; or (c) hold the invoice pending receipt of requested supplemental information.

D. Employee Position.

i. When the Circuit provides appropriate notice, County shall provide one (1) full-time equivalent staff person to serve as a Court Program Specialist I, hereinafter referred to as "CPS," who will work for the Circuit to coordinate and manage the Opioid Drug Court. As the CPS will be a County employee, the CPS will not be assigned duties unrelated to the Opioid Drug Court without pre-approval of the County. The Parties acknowledge and agree that assignment of unrelated duties to the CPS may not be paid for utilizing Opioid Funds and the amount budgeted and paid by County for the CPS shall be reduced proportionately. In the event of a vacancy, the services of temporary staffing may be engaged and reimbursed from the Opioid Funds allocated by the County for the vacant position. The individual in this position will be subject to all policies and procedures of the County. The tasks outlined for the CPS position are attached hereto and incorporated herein as **Composite Exhibit E**.

ii. The hourly rate for salaries and benefits for the CPS identified in Section D.i above shall be covered under the approved Fiscal Year funding as a pass through by the County.

Section. 4. The Circuit's Obligations.

A. The Circuit Coordination Duties. The Circuit, the State Attorney's Office, and the Public Defender's Office, hereinafter referred to as "Participating Offices;" acknowledge that the Program requires the cooperation and joint coordination of the Participating Offices; the Participating Offices shall cooperate

with each other to effectively provide the Opioid Drug Court funded under this Agreement. Further, Participating Offices shall coordinate submission of any reports, plans, budgets, and any other documentation to the County as required under this Agreement for the Opioid Drug Court that involves the Participating Offices. Nothing herein prevents a Participating Office from submitting office-specific reports or certifications directly to the County. Each Participating Office shall report independent of the other, but present before the Board simultaneously.

B. Annual Update. Each Fiscal Year, the Circuit, through the Budget Office, shall coordinate a presentation to the Board of an annual update on Opioid Drug Court activities and a proposed itemized Fiscal Year budget, for consideration no later than June 30th for the upcoming Fiscal Year. The Circuit and the Participating Offices shall coordinate the annual submission of the presentation and any associated documents to the Board.

C. Receipt of Funding. The Circuit shall submit invoices to the Budget Office as outlined in Section 3.C. above, to receive funding on an as needed basis as allowed for under the Board's approved Fiscal Year budget. Funding for FY 26 shall be delayed to coincide with the start of the Opioid Drug Court. A copy of the FY 26 Opioid Drug Court Budget is attached hereto and incorporated herein as **Composite Exhibit E**. The Circuit, in coordination with the Participating Offices, shall present and approve an annual Opioid Drug Court Budget each year as part of the annual presentation to the Board.

D. Use of Funds. The Circuit shall utilize the funds provided by the County for the purpose of maintaining and operating Opioid Drug Court services and programs as set forth under the Adjudicatory Drug Court Policy & Procedure Manual as described in **Exhibit F,** attached hereto. Subject to the necessary limitation of overall participants, these services shall be made available to any individual living within Lake County who otherwise qualifies. The Circuit acknowledges and guarantees that opioid settlement funds received by or through the County, must be used solely for the Approved Purposes and Opioid Abatement Strategies identified in the governing settlement documents and incorporated exhibits attached hereto as **Exhibit C**. The Circuit shall be solely responsible for programmatic and fiscal compliance of its expenditures made with Opioid Funds under this Agreement, including ensuring that expenditures are consistent with the Approved Purposes and Opioid Abatement Strategies under the Florida opioid settlement framework and the Opioid Settlement Agreement, attached to and incorporated herein. The Circuit is solely responsible for ensuring that it does not expend funds in excess of the amounts allotted to it.

E. Notice of Funding Needs. The Circuit shall advise the County in writing no later than January 1st each and every year if an increase in funding is needed for the upcoming Fiscal Year, together with supporting documentation and an updated budget outline with numbered line items to be referenced on each invoice submitted to County. Any request by the Circuit for a budget increase shall be brought by the Budget Office before the Board for approval through the County's annual budget process. Such request shall be brought before the Board no later than June 30th for the upcoming Fiscal Year as outlined in Section 4.B. above.

F. Annual Report. The Circuit shall provide a detailed annual report of the most recent Fiscal Year, including all relevant supporting documentation, describing the Circuit's Opioid Drug Court fiscal and service information, to the Budget Office no later than June 30th each year as outlined in Section 4.B. above.

The County reserves the right to withhold or deny payment, or terminate this Agreement, if such annual report or documentation: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by the Circuit in any progress reporting required under this Agreement.

G. Sufficient Financial Resources. The Circuit accepts that payment will be made by annual funding and agrees to maintain sufficient financial resources to meet any expenses incurred throughout the Fiscal Year.

H. Confidentiality of Participant Records. The Circuit shall comply with state and federal laws regarding confidentiality of records related to participants in treatment-based drug court programs, including, but not limited to applicable provisions under HIPAA, Chapter 397, Florida Statutes; and 42 CFR part 2.

Section 5. Notices.

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

COUNTY

Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
County Attorney's Office
Post Office Box 7800
Tavares, Florida 32778

THE FIFTH JUDICIAL CIRCUIT

Trial Court Administrator
550 West Main Street
Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or another equivalent mail service provider.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by a mail service provider, the date the notice was delivered by said provider.

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

Section 6. Disputes, Default, and Termination.

A. Dispute Resolution. The Circuit and the County shall work together in good faith to effectuate this Agreement and resolve any disputes about their contractual relationship under this Agreement.

i. Claims by the Circuit must be made in writing in accordance with Section 5. above to the County within thirty (30) calendar days from the date the Circuit discovers the event leading to the claim, unless another provision of this Agreement sets forth a different time frame after the commencement of the event giving rise to such claim, otherwise the Circuit will be deemed to have waived the claim.

ii. The Circuit shall proceed diligently with its performance under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing.

iii. Claims by the Circuit will be resolved in the following manner: (1) Upon receiving the claim and supporting data, County will, within thirty (30) 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 Circuit will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County in writing that the original claim stands as is. (2) If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties in writing and each Party will pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the Circuit may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iv. Claims by the County against the Circuit must be made in writing with supporting data to the Circuit within thirty (30) calendar days from the date the County discovers the event leading to the claim. The Circuit shall respond in writing in accordance with Section 5. above within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the County may submit the matter to mediation as set forth in (iii) above or otherwise bring an action in a court of competent jurisdiction in and for Lake County, Florida.

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

B. Termination for Convenience. This Agreement may be terminated without cause by either Party with thirty (30) days written notice of intent to terminate. Such written notice must be sent as provided in Section 5. above.

C. Should the Agreement be terminated during the Term of this Agreement for any reason, the Circuit shall provide the County with an accounting of all expenditures made utilizing the funds paid to the Circuit under this Agreement and shall submit all required reports and any other such documentation requested by the County.

D. Termination for Cause. A Non-breaching Party may also suspend or terminate this Agreement, in whole or in part, if the other Party breaches or materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.

E. Default. A default shall consist of any use of funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend funds in a timely or proper manner. Upon the occurrence of any such default the Non-defaulting Party shall serve due notice to the Defaulting Party, at which time Defaulting Party shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the Non-Defaulting Party delivers by personal service or mails written notice of such default to the Defaulting Party, hereinafter referred to as the "Cure Period." If the default is not cured to the satisfaction of the Non-Defaulting Party, the Non-Defaulting Party shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from the Defaulting Party setting forth a reasonable basis to support the need for an additional Cure Period, the Non-Defaulting Party may in its sole discretion grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by the Defaulting Party; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current Agreement; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, the Circuit shall promptly return all unused funding provided to the Circuit under this Agreement by County within fourteen (14) days of the date of termination by County.

F. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Circuit during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing which shall not be withheld without good cause. Other Circuit costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by the Circuit before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

G. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

Section 7. Recordkeeping and Audit Requirements.

A. Recordkeeping.

i. The Circuit shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

ii. In the event the County determines in its sole discretion that such records are not being adequately maintained by the Circuit, the County may terminate this Agreement in accordance with the terms herein.

iii. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The Circuit will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the Circuit at least three (3) business days in advance.

iv. Pursuant to the National Opioid Settlement, attached hereto as Exhibit C, the Parties acknowledge that statewide reporting timelines contemplate intended expenditures prior to July 1st each year to the Department of Children and Families (DCF) and require an expenditure report to be provided to DCF no later than August 31st each year, outlining expenditure reporting after fiscal year-end, and annual oversight, and agree to cooperate in providing information required to meet applicable State reporting and expectations. The County's Office of Management and Budget shall be responsible for coordinating and handling the mandatory reporting on behalf of the County and Participating Offices.

v. This Section shall survive the expiration or earlier termination of this Agreement.

B. Public Records. The County is a public entity and subject to Chapter 119, Florida Statutes. The Circuit is not a public agency as contemplated by Chapter 119, rather it is a subdivision of the Judicial Branch, a co-equal branch of government created by the Florida Constitution, and therefore subject to 2.420, Florida Rules of General Practice and Judicial Administration. Each Party acknowledges it is familiar with the rights and obligations arising from Chapter 119, Florida Statutes, and 2.420, Florida Rules of General Practice and Judicial Administration. Each Party acknowledges the Circuit is not a contractor as defined in 119.0701(1)(a), Florida Statutes. To the extent that Section 119.0701, Florida Statutes, applies to the Circuit, it shall comply with the Florida Public Records' laws, and shall:

i. Keep and maintain public records required by the County to make the payments associated with the Opioid Drug Court identified in this Agreement.

ii. Upon request from the County's custodian of public records, provide 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

this Agreement and following completion of this Agreement if the Circuit does not transfer the records to the County.

iv. Upon completion of this Agreement, if not already done, transfer, at no cost, to the County all public records in possession of the Circuit or keep and maintain public records required by the County to perform the services, as provided by Florida Law. If the Circuit transfers all public records to the County upon completion of this Agreement, the Circuit shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements, as provided by Florida Law. If the Circuit keeps and maintains public records upon completion of this Agreement, the Circuit 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.

IF THE CIRCUIT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY AT 352-343-9452, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT BUDGET@LAKECOUNTYFL.GOV.

v. Failure to comply with this subsection will be deemed a breach of this Agreement.

vi. Requests to inspect or copy public records relating to this Agreement held by the County must be made directly to the County. If the Circuit receives any such request, the Circuit shall inform the requestor to contact the County as the holder of the record. If the County does not possess the records requested, the County shall immediately notify the Circuit of such request, and the Circuit agrees to provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time, as provided for by Florida Law.

vii. The Circuit further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure as provided for in 2.420, Florida Rules of General Practice and Judicial Administration.

C. Right to Audit. The County reserves the right to require the Circuit to submit to an audit by any auditor of the County's choosing. The Circuit shall provide access to all non-exempt or confidential of its records, which relate directly to payments made or requested under this Agreement at its place of business during regular business hours. The Circuit shall retain all records pertaining to this Agreement and upon request make them available as provided by Florida Law to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the JUDICIAL BRANCH RECORDS RETENTION SCHEDULE FOR ADMINISTRATIVE RECORDS appended to the Florida Rules of General Practice and Judicial Administration, whichever is longer. The Circuit 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.

i. If The Circuit provides technology services, The Circuit 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 Circuit'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 Circuit.

ii. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Circuit 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 Circuit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Circuit 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 Circuit.

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

Section 8. General Provisions.

A. Independent Agent. The Circuit shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute the Circuit or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary, or subagent of the Circuit to be a representative, agent, subagent, or employee of the County.

i. The Circuit certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state, and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of the Circuit and assistant(s) of Court.

ii. In no event shall any provision of this Agreement make the County liable to any person or entity that contracts with or provides goods or services to The Circuit in connection with the services the Circuit has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against the Circuit. There is no contractual relationship, either express or implied, between the County and any person or entity supplying any work, labor, services, goods or materials to the Circuit as a result of the provisions of the services provided by the Circuit hereunder or otherwise.

B. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any funds provided under this Agreement if the Circuit is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, the Circuit is liable for recapture of funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if the Circuit is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

i. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

ii. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

iii. The County's determination that an expenditure is eligible does not relieve the Circuit of its duty to repay the County in full for any expenditures that are later conclusively determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

iv. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant **Section 5 Notice** and this Agreement.

v. The Circuit has the sole responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Circuit will also immediately report all suspected fraud to the County.

C. Reversion of Assets. Within fourteen (14) days following the expiration or termination of this Agreement, The Circuit shall transfer to the County any funds on hand at the time of expiration or termination of this Agreement if the funds have not been expended on eligible costs.

D. Indemnification. Pursuant to Section 768.28, Florida Statutes, neither the County nor the Circuit waive sovereign immunity nor do the Parties agree to indemnify each other for the other Party's negligence.

E. Insurance. The Parties shall provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s). The Circuit accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Circuit and the participants to be served under the Opioid Drug Court.

F. Sovereign Immunity. County and the Circuit expressly retain 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 and the Circuit 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 or the Circuit, which would otherwise be barred under the law.

G. Background Checks. Parties agree to comply with state and federal laws regarding background checks as applicable to the services related to this Agreement.

H. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of

the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

I. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledges that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

J. Further Assurances. The Circuit agrees to execute and deliver all such further additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.

K. Severability. Any term, condition, covenant, or obligation which requires performance by either Party after termination of this Agreement shall remain enforceable against such Party after such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

M. Assignment. The Circuit shall not assign this Agreement or any part hereof without the prior written consent of the County and without amending or terminating this Agreement, as necessary.

N. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

O. Governing Law and Waiver of Jury Trial. Each Party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida as the exclusive forum and venue for any such action and each Party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed, and applied in accordance with those laws (excluding conflicts of law) of the State of Florida. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT.

P. Authorization. Each Party represents to the other that such Party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

Q. Capitalizations. Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

R. Estoppel/Waiver. A waiver of any performance or default by either Party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance. No delay or omission by County in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any the Circuit default.

S. Civil Rights Act. During the term of this Agreement the Circuit 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 Circuit does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability or marital status, in any form or manner. The Circuit understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

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

Section 9. **Entire Agreement.** This document embodies the entire agreement between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement. No modification, amendment or alternation of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity with this Agreement. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A ..... Florida Plan (59 pgs.)

Exhibit B ..... Resolution No. 2021-100 (2 pgs.)

Exhibit C ..... Florida Opioid Allocation and Statewide Response Agreement (49 pgs.)

Exhibit D ..... Opioid Task Force - Lake County Opioid Abatement Plan (2 pgs.)

Exhibit E (Composite) ..... FY 26 Opioid Drug Court Budget and Scope (3 pgs.)

Exhibit F ..... Administrative Order L-2025-33 (4 pgs.)

IN WITNESS THEREOF, the Parties have signed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by The Trial Court Administrator for the Fifth Judicial Circuit, signing by its duly authorized representative.

THE CIRCUIT

THE FIFTH JUDICIAL CIRCUIT OF FLORIDA

_____
Jeffery K. Fuller
Trial Court Administrator

This 15 day of April, 2026.

Approved as to form and legality:

April 15, 2026
Roy L. Wolgamuth, General Counsel

COUNTY

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

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

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement -** Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment -** Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund		15%
Regional Fund		35%
Scenario 1	$	130,000,000.00
City/County Fund Scenario 1	$	19,500,000.00
Regional Fund Scenario 1	$	45,500,000.00
Scenario 2	$	100,000,000.00
City/County Fund Scenario 2	$	15,000,000.00
Regional Fund Scenario 2	$	35,000,000.00
Scenario 3	$	70,000,000.00
City/County Fund Scenario 3	$	10,500,000.00
Regional Fund Scenario 3	$	24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.2410601644 49%			$ 564,682.37		$ 434,371.06		$ 304,059.74
	Alachua County		0.821689546303%	$ 160,229.46		$ 123,253.43		$ 86,277.40	
	Alachua		0.013113332457%	$ 2,557.10		$ 1,967.00		$ 1,376.90	
	Archer		0.000219705515%	$ 42.84		$ 32.96		$ 23.07	
	Gainesville		0.381597611347%	$ 74,411.53		$ 57,239.64		$ 40,067.75	
	Hawthorne		0.000270546460%	$ 52.76		$ 40.58		$ 28.41	
	High Springs		0.011987568663%	$ 2,337.58		$ 1,798.14		$ 1,258.69	
	La Crosse		0.000975056706%	$ 190.14		$ 146.26		$ 102.38	
	Micanopy		0.002113530737%	$ 412.14		$ 317.03		$ 221.92	
	Newberry		0.006102729215%	$ 1,190.03		$ 915.41		$ 640.79	
	Waldo		0.002988721299%	$ 582.80		$ 448.31		$ 313.82	
Baker		0.193173804130%			$ 87,894.08		$ 67,610.83		$ 47,327.58
	Baker County		0.169449240037%	$ 33,042.60		$ 25,417.39		$ 17,792.17	
	Glen St. Mary		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
	Macclenny		0.023628329446%	$ 4,607.52		$ 3,544.25		$ 2,480.97	
Bay		0.839656373312%			$ 382,043.65		$ 293,879.73		$ 205,715.81
	Bay County		0.508772605155%	$ 99,210.66		$ 76,315.89		$ 53,421.12	
	Callaway		0.024953825527%	$ 4,866.00		$ 3,743.07		$ 2,620.15	
	Lynn Haven		0.039205632015%	$ 7,645.10		$ 5,880.84		$ 4,116.59	
	Mexico Beach		0.005614292988%	$ 1,094.79		$ 842.14		$ 589.50	
	Panama City		0.155153855596%	$ 30,255.00		$ 23,273.08		$ 16,291.15	
	Panama City Beach		0.080897023117%	$ 15,774.92		$ 12,134.55		$ 8,494.19	
	Parker		0.008704696178%	$ 1,697.42		$ 1,305.70		$ 913.99	
	Springfield		0.016354442736%	$ 3,189.12		$ 2,453.17		$ 1,717.22	
Bradford		0.189484204081%			$ 86,215.31		$ 66,319.47		$ 46,423.63
	Bradford County		0.151424309090%	$ 29,527.74		$ 22,713.65		$ 15,899.55	
	Brooker		0.000424885045%	$ 82.85		$ 63.73		$ 44.61	
	Hampton		0.002839829959%	$ 553.77		$ 425.97		$ 298.18	
	Lawtey		0.003400896108%	$ 663.17		$ 510.13		$ 357.09	
	Starke		0.031392468132%	$ 6,121.53		$ 4,708.87		$ 3,296.21	
Brevard		3.878799180444%			$ 1,764,853.63		$ 1,357,579.71		$ 950,305.80
	Brevard County		2.323022668525%	$ 452,989.42		$ 348,453.40		$ 243,917.38	
	Cape Canaveral		0.045560750209%	$ 8,884.35		$ 6,834.11		$ 4,783.88	
	Cocoa		0.149245411423%	$ 29,102.86		$ 22,386.81		$ 15,670.77	
	Cocoa Beach		0.084363286155%	$ 16,450.84		$ 12,654.49		$ 8,858.15	
	Grant-Valkaria		0.000321387406%	$ 62.67		$ 48.21		$ 33.75	
	Indialantic		0.024136738902%	$ 4,706.66		$ 3,620.51		$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	$ 4,112.53		$ 3,163.49		$ 2,214.44	
	Malabar		0.002505732317%	$ 488.62		$ 375.86		$ 263.10	
	Melbourne		0.383104682233%	$ 74,705.41		$ 57,465.70		$ 40,225.99	
	Melbourne Beach		0.012091066302%	$ 2,357.76		$ 1,813.66		$ 1,269.56	
	Melbourne Village		0.003782203200%	$ 737.53		$ 567.33		$ 397.13	
	Palm Bay		0.404817397481%	$ 78,939.39		$ 60,722.61		$ 42,505.83	
	Palm Shores		0.000127102364%	$ 24.78		$ 19.07		$ 13.35	
	Rockledge		0.096603243798%	$ 18,837.63		$ 14,490.49		$ 10,143.34	
	Satellite Beach		0.035975416224%	$ 7,015.21		$ 5,396.31		$ 3,777.42	
	Titusville		0.240056418924%	$ 46,811.00		$ 36,008.46		$ 25,205.92	
	West Melbourne		0.051997577066%	$ 10,139.53		$ 7,799.64		$ 5,459.75	
Broward		9.057962672578%			$ 4,121,373.02		$ 3,170,286.94		$ 2,219,200.85
	Broward County		3.966403576878%	$ 773,448.70		$ 594,960.54		$ 416,472.38	
	Coconut Creek		0.101131719448%	$ 19,720.69		$ 15,169.76		$ 10,618.83	
	Cooper City		0.073935445073%	$ 14,417.41		$ 11,090.32		$ 7,763.22	
	Coral Springs		0.323406517664%	$ 63,064.27		$ 48,510.98		$ 33,957.68	
	Dania Beach		0.017807041180%	$ 3,472.37		$ 2,671.06		$ 1,869.74	
	Davie		0.266922227153%	$ 52,049.83		$ 40,038.33		$ 28,026.83	
	Deerfield Beach		0.202423224725%	$ 39,472.53		$ 30,363.48		$ 21,254.44	
	Fort Lauderdale		0.830581264531%	$ 161,963.35		$ 124,587.19		$ 87,211.03	
	Hallandale Beach		0.154950491814%	$ 30,215.35		$ 23,242.57		$ 16,269.80	
	Hillsboro Beach		0.012407006463%	$ 2,419.37		$ 1,861.05		$ 1,302.74	
	Hollywood		0.520164608456%	$ 101,432.10		$ 78,024.69		$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	$ 4,447.48		$ 3,421.14		$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	$	12,211.90		$	9,393.77		$	6,575.64	
	Lauderhill		0.144382838130%	$	28,154.65		$	21,657.43		$	15,160.20	
	Lazy Lake		0.000021788977%	$	4.25		$	3.27		$	2.29	
	Lighthouse Point		0.029131861803%	$	5,680.71		$	4,369.78		$	3,058.85	
	Margate		0.143683775129%	$	28,018.34		$	21,552.57		$	15,086.80	
	Miramar		0.279280208419%	$	54,459.64		$	41,892.03		$	29,324.42	
	North Lauderdale		0.066069624496%	$	12,883.58		$	9,910.44		$	6,937.31	
	Oakland Park		0.100430840699%	$	19,584.01		$	15,064.63		$	10,545.24	
	Ocean Breeze		0.005381877237%	$	1,049.47		$	807.28		$	565.10	
	Parkland		0.045804060448%	$	8,931.79		$	6,870.61		$	4,809.43	
	Pembroke Park		0.024597938908%	$	4,796.60		$	3,689.69		$	2,582.78	
	Pembroke Pines		0.462832363603%	$	90,252.31		$	69,424.85		$	48,597.40	
	Plantation		0.213918725664%	$	41,714.15		$	32,087.81		$	22,461.47	
	Pompano Beach		0.335472163493%	$	65,417.07		$	50,320.82		$	35,224.58	
	Sea Ranch Lakes		0.005024174870%	$	979.71		$	753.63		$	527.54	
	Southwest Ranches		0.025979723178%	$	5,066.05		$	3,896.96		$	2,727.87	
	Sunrise		0.286071106146%	$	55,783.87		$	42,910.67		$	30,037.47	
	Tamarac		0.134492458472%	$	26,226.03		$	20,173.87		$	14,121.71	
	Weston		0.138637811283%	$	27,034.37		$	20,795.67		$	14,556.97	
	West Park		0.029553115352%	$	5,762.86		$	4,432.97		$	3,103.08	
	Wilton Manors		0.031630331127%	$	6,167.91		$	4,744.55		$	3,321.18	
Calhoun		0.047127740781%				$ 21,443.12			$ 16,494.71			$ 11,546.30
	Calhoun County		0.038866087128%	$	7,578.89		$	5,829.91		$	4,080.94	
	Altha		0.000366781107%	$	71.52		$	55.02		$	38.51	
	Blountstown		0.007896688293%	$	1,539.85		$	1,184.50		$	829.15	
Charlotte		0.737346233376%				$ 335,492.54			$ 258,071.18			$ 180,649.83
	Charlotte County		0.690225755587%	$	134,594.02		$	103,533.86		$	72,473.70	
	Punta Gorda		0.047120477789%	$	9,188.49		$	7,068.07		$	4,947.65	
Citrus		0.969645776606%				$ 441,188.83			$ 339,376.02			$ 237,563.22
	Citrus County		0.929715661117%	$	181,294.55		$	139,457.35		$	97,620.14	
	Crystal River		0.021928789266%	$	4,276.11		$	3,289.32		$	2,302.52	
	Inverness		0.018001326222%	$	3,510.26		$	2,700.20		$	1,890.14	
Clay		1.193429461456%				$ 543,010.40			$ 417,700.31			$ 292,390.22
	Clay County		1.055764891131%	$	205,874.15		$	158,364.73		$	110,855.31	
	Green Cove Springs		0.057762577142%	$	11,263.70		$	8,664.39		$	6,065.07	
	Keystone Heights		0.000753535443%	$	146.94		$	113.03		$	79.12	
	Orange Park		0.078589207339%	$	15,324.90		$	11,788.38		$	8,251.87	
	Penney Farms		0.000561066149%	$	109.41		$	84.16		$	58.91	
Collier		1.551333376427%				$ 705,856.69			$ 542,966.68			$ 380,076.68
	Collier County		1.354673336030%	$	264,161.30		$	203,201.00		$	142,240.70	
	Everglades		0.000148891341%	$	29.03		$	22.33		$	15.63	
	Marco Island		0.062094952003%	$	12,108.52		$	9,314.24		$	6,519.97	
	Naples		0.134416197054%	$	26,211.16		$	20,162.43		$	14,113.70	
Columbia		0.446781150792%				$ 203,285.42			$ 156,373.40			$ 109,461.38
	Columbia County		0.341887201373%	$	66,668.00		$	51,283.08		$	35,898.16	
	Fort White		0.000236047247%	$	46.03		$	35.41		$	24.78	
	Lake City		0.104659717920%	$	20,408.64		$	15,698.96		$	10,989.27	
DeSoto		0.113640407802%				$ 51,706.39			$ 39,774.14			$ 27,841.90
	DeSoto County		0.096884684746%	$	18,892.51		$	14,532.70		$	10,172.89	
	Arcadia		0.016755723056%	$	3,267.37		$	2,513.36		$	1,759.35	
Dixie		0.103744580900%				$ 47,203.78			$ 36,310.60			$ 25,417.42
	Dixie County		0.098822087921%	$	19,270.31		$	14,823.31		$	10,376.32	
	Cross City		0.004639236282%	$	904.65		$	695.89		$	487.12	
	Horseshoe Beach		0.000281440949%	$	54.88		$	42.22		$	29.55	
Duval		5.434975156935%				$ 2,472,913.70			$ 1,902,241.30			$ 1,331,568.91
	Jacksonville		5.270570064997%	$	1,027,761.16		$	790,585.51		$	553,409.86	
	Atlantic Beach		0.038891507601%	$	7,583.84		$	5,833.73		$	4,083.61	
	Baldwin		0.002251527589%	$	439.05		$	337.73		$	236.41	
	Jacksonville Beach		0.100447182431%	$	19,587.20		$	15,067.08		$	10,546.95	
	Neptune Beach		0.022814874318%	$	4,448.90		$	3,422.23		$	2,395.56	
Escambia		1.341634449244%				$ 610,443.67			$ 469,572.06			$ 328,700.44
	Escambia County		1.005860871574%	$	196,142.87		$	150,879.13		$	105,615.39	
	Century		0.005136751249%	$	1,001.67		$	770.51		$	539.36	
	Pensacola		0.330636826421%	$	64,474.18		$	49,595.52		$	34,716.87	
Flagler		0.389864712244%				$ 177,388.44			$ 136,452.65			$ 95,516.85
	Flagler Counry		0.279755934409%	$	54,552.41		$	41,963.39		$	29,374.37	
	Beverly Beach		0.000154338585%	$	30.10		$	23.15		$	16.21	
	Bunnell		0.009501809575%	$	1,852.85		$	1,425.27		$	997.69	
	Flagler Beach		0.015482883669%	$	3,019.16		$	2,322.43		$	1,625.70	
	Marineland		0.000114392127%	$	22.31		$	17.16		$	12.01	
	Palm Coast		0.084857169626%	$	16,547.15		$	12,728.58		$	8,910.00	
Franklin		0.049911282550%				$ 22,709.63			$ 17,468.95			$ 12,228.26
	Franklin County		0.046254365966%	$	9,019.60		$	6,938.15		$	4,856.71	
	Apalachicola		0.001768538606%	$	344.87		$	265.28		$	185.70	
	Carabelle		0.001888377978%	$	368.23		$	283.26		$	198.28	
Gadsden		0.123656074077%				$ 56,263.51			$ 43,279.63			$ 30,295.74
	Gadsden County		0.090211810642%	$	17,591.30		$	13,531.77		$	9,472.24	

	Chattahoochee		0.004181667772%	$ 815.43		$ 627.25		$ 439.08			
	Greensboro		0.000492067723%	$ 95.95		$ 73.81		$ 51.67			
	Gretna		0.002240633101%	$ 436.92		$ 336.09		$ 235.27			
	Havana		0.005459954403%	$ 1,064.69		$ 818.99		$ 573.30			
	Midway		0.001202025213%	$ 234.39		$ 180.30		$ 126.21			
	Quincy		0.019867915223%	$ 3,874.24		$ 2,980.19		$ 2,086.13			
Gilchrist		0.0643337693555%			$ 29,271.87		$ 22,516.82		$ 15,761.77		
	Gilchrist County		0.061274233881%	$ 11,948.48		$ 9,191.14		$ 6,433.79			
	Bell		0.000099866143%	$ 19.47		$ 14.98		$ 10.49			
	Fanning Springs		0.000388570084%	$ 75.77		$ 58.29		$ 40.80			
	Trenton		0.002571099247%	$ 501.36		$ 385.66		$ 269.97			
Glades		0.0406128367585%			$ 18,478.84		$ 14,214.49		$ 9,950.15		
	Glades County		0.040420367464%	$ 7,881.97		$ 6,063.06		$ 4,244.14			
	Moore Haven		0.000192469294%	$ 37.53		$ 28.87		$ 20.21			
Gulf		0.059914238588%			$ 27,260.98		$ 20,969.98		$ 14,678.99		
	Gulf County		0.054715751905%	$ 10,669.57		$ 8,207.36		$ 5,745.15			
	Port St. Joe		0.004817179591%	$ 939.35		$ 722.58		$ 505.80			
	Wewahitchka		0.000381307092%	$ 74.35		$ 57.20		$ 40.04			
Hamilton		0.047941195910%			$ 21,813.24		$ 16,779.42		$ 11,745.59		
	Hamilton County		0.038817061931%	$ 7,569.33		$ 5,822.56		$ 4,075.79			
	Jasper		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Jennings		0.002623755940%	$ 511.63		$ 393.56		$ 275.49			
	White Springs		0.001630541754%	$ 317.96		$ 244.58		$ 171.21			
Hardee		0.067110048132%			$ 30,535.07		$ 23,488.52		$ 16,441.96		
	Hardee County		0.058100306280%	$ 11,329.56		$ 8,715.05		$ 6,100.53			
	Bowling Green		0.001797590575%	$ 350.53		$ 269.64		$ 188.75			
	Wauchula		0.006667426860%	$ 1,300.15		$ 1,000.11		$ 700.08			
	Zolfo Springs		0.000544724417%	$ 106.22		$ 81.71		$ 57.20			
Hendry		0.144460915297%			$ 65,729.72		$ 50,561.32		$ 35,392.92		
	Hendry County		0.122147187443%	$ 23,818.70		$ 18,322.08		$ 12,825.45			
	Clewiston		0.017589151414%	$ 3,429.88		$ 2,638.37		$ 1,846.86			
	LaBelle		0.004724576440%	$ 921.29		$ 708.69		$ 496.08			
Hernando		1.5100759949110%			$ 687,084.56		$ 528,526.58		$ 369,968.61		
	Hernando County		1.447521612849%	$ 282,266.71		$ 217,128.24		$ 151,989.77			
	Brooksville		0.061319627583%	$ 11,957.33		$ 9,197.94		$ 6,438.56			
	Weeki Wachee		0.001234708678%	$ 240.77		$ 185.21		$ 129.64			
Highlands		0.3571885102370%			$ 162,520.77		$ 125,015.98		$ 87,511.19		
	Highlands County		0.287621754986%	$ 56,086.24		$ 43,143.26		$ 30,200.28			
	Avon Park		0.025829016090%	$ 5,036.66		$ 3,874.35		$ 2,712.05			
	Lake Placid		0.005565267790%	$ 1,085.23		$ 834.79		$ 584.35			
	Sebring		0.038172471371%	$ 7,443.63		$ 5,725.87		$ 4,008.11			
Hillsborough		8.7109841136570%			$ 3,963,497.77		$ 3,048,844.44		$ 2,134,191.11		
	Hillsborough County		6.523111204400%	$ 1,272,006.68		$ 978,466.68		$ 684,926.68			
	Plant City		0.104218491142%	$ 20,322.61		$ 15,632.77		$ 10,942.94			
	Tampa		1.975671881253%	$ 385,256.02		$ 296,350.78		$ 207,445.55			
	Temple Terrace		0.107980721113%	$ 21,056.24		$ 16,197.11		$ 11,337.98			
Holmes		0.0816124278510%			$ 37,133.65		$ 28,564.35		$ 19,995.04		
	Holmes County		0.066805002459%	$ 13,026.98		$ 10,020.75		$ 7,014.53			
	Bonifay		0.006898026863%	$ 1,345.12		$ 1,034.70		$ 724.29			
	Esto		0.006269778036%	$ 1,222.61		$ 940.47		$ 658.33			
	Noma		0.001278286631%	$ 249.27		$ 191.74		$ 134.22			
	Ponce de Leon		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
	Westville		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
Indian River		0.7530760587810%			$ 342,649.61		$ 263,576.62		$ 184,503.63		
	Indian River County		0.623571460217%	$ 121,596.43		$ 93,535.72		$ 65,475.00			
	Fellsmere		0.004917045734%	$ 958.82		$ 737.56		$ 516.29			
	Indian River shores		0.025322422382%	$ 4,937.87		$ 3,798.36		$ 2,658.85			
	Orchid		0.000306861421%	$ 59.84		$ 46.03		$ 32.22			
	Sebastian		0.038315915467%	$ 7,471.60		$ 5,747.39		$ 4,023.17			
	Vero Beach		0.060642353558%	$ 11,825.26		$ 9,096.35		$ 6,367.45			
Jackson		0.158936058795%			$ 72,315.91		$ 55,627.62		$ 38,939.33		
	Jackson County		0.075213731704%	$ 14,666.68		$ 11,282.06		$ 7,897.44			
	Alford		0.000303229925%	$ 59.13		$ 45.48		$ 31.84			
	Bascom		0.000061735434%	$ 12.04		$ 9.26		$ 6.48			
	Campbellton		0.001648699234%	$ 321.50		$ 247.30		$ 173.11			
	Cottondale		0.001093080329%	$ 213.15		$ 163.96		$ 114.77			
	Graceville		0.002794436257%	$ 544.92		$ 419.17		$ 293.42			
	Grandridge		0.000030867717%	$ 6.02		$ 4.63		$ 3.24			
	Greenwood		0.001292812616%	$ 252.10		$ 193.92		$ 135.75			
	Jacob City		0.000481173235%	$ 93.83		$ 72.18		$ 50.52			
	Malone		0.000092603151%	$ 18.06		$ 13.89		$ 9.72			
	Marianna		0.073519638768%	$ 14,336.33		$ 11,027.95		$ 7,719.56			
	Sneads		0.002404050426%	$ 468.79		$ 360.61		$ 252.43			
Jefferson		0.040821647784%			$ 18,573.85		$ 14,287.58		$ 10,001.30		
	Jefferson County		0.037584169001%	$ 7,328.91		$ 5,637.63		$ 3,946.34			
	Monticello		0.003237478783%	$ 631.31		$ 485.62		$ 339.94			
Lafayette		0.031911772076%			$ 14,519.86		$ 11,169.12		$ 7,818.38		

	Lafayette County		0.031555885457%	$ 6,153.40		$ 4,733.38		$ 3,313.37	
	Mayo		0.000355886619%	$ 69.40		$ 53.38		$ 37.37	
Lake		1.139211224519%			$ 518,341.11		$ 398,723.93		$ 279,106.75
	Lake County		0.75745382734 3%	$ 147,703.50		$ 113,618.07		$ 79,532.65	
	Astatula		0.002727253579%	$ 531.81		$ 409.09		$ 286.36	
	Clermont		0.075909163209%	$ 14,802.29		$ 11,386.37		$ 7,970.46	
	Eustis		0.041929254098%	$ 8,176.20		$ 6,289.39		$ 4,402.57	
	Fruitland Park		0.008381493024%	$ 1,634.39		$ 1,257.22		$ 880.06	
	Groveland		0.026154034992%	$ 5,100.04		$ 3,923.11		$ 2,746.17	
	Howey-In-The-Hills		0.002981458307%	$ 581.38		$ 447.22		$ 313.05	
	Lady Lake		0.025048244426%	$ 4,884.41		$ 3,757.24		$ 2,630.07	
	Leesburg		0.091339390185%	$ 17,811.18		$ 13,700.91		$ 9,590.64	
	Mascotte		0.011415608025%	$ 2,226.04		$ 1,712.34		$ 1,198.64	
	Minneola		0.016058475803%	$ 3,131.40		$ 2,408.77		$ 1,686.14	
	Montverde		0.001347285057%	$ 262.72		$ 202.09		$ 141.46	
	Mount Dora		0.041021380070%	$ 7,999.17		$ 6,153.21		$ 4,307.24	
	Tavares		0.031820984673%	$ 6,205.09		$ 4,773.15		$ 3,341.20	
	Umatilla		0.005623371728%	$ 1,096.56		$ 843.51		$ 590.45	
Lee		3.325371883359%			$ 1,513,044.21		$ 1,163,880.16		$ 814,716.11
	Lee County		2.115268407509%	$ 412,477.34		$ 317,290.26		$ 222,103.18	
	Bonita Springs		0.017374893143%	$ 3,388.10		$ 2,606.23		$ 1,824.36	
	Cape Coral		0.714429677167%	$ 139,313.79		$ 107,164.45		$ 75,015.12	
	Estero		0.012080171813%	$ 2,355.63		$ 1,812.03		$ 1,268.42	
	Fort Myers		0.431100350585%	$ 84,064.57		$ 64,665.05		$ 45,265.54	
	Fort Myers Beach		0.000522935440%	$ 101.97		$ 78.44		$ 54.91	
	Sanibel		0.034595447702%	$ 6,746.11		$ 5,189.32		$ 3,632.52	
Leon		0.897199244939%			$ 408,225.66		$ 314,019.74		$ 219,813.82
	Leon County		0.471201146391%	$ 91,884.22		$ 70,680.17		$ 49,476.12	
	Tallahassee		0.425998098549%	$ 83,069.63		$ 63,899.71		$ 44,729.80	
Levy		0.251192401748%			$ 114,292.54		$ 87,917.34		$ 61,542.14
	Levy County		0.200131750679%	$ 39,025.69		$ 30,019.76		$ 21,013.83	
	Bronson		0.005701448894%	$ 1,111.78		$ 855.22		$ 598.65	
	Cedar Key		0.005180329202%	$ 1,010.16		$ 777.05		$ 543.93	
	Chiefland		0.015326729337%	$ 2,988.71		$ 2,299.01		$ 1,609.31	
	Fanning Springs		0.000808007885%	$ 157.56		$ 121.20		$ 84.84	
	Inglis		0.004976965420%	$ 970.51		$ 746.54		$ 522.58	
	Otter Creek		0.000408543312%	$ 79.67		$ 61.28		$ 42.90	
	Williston		0.017774357715%	$ 3,466.00		$ 2,666.15		$ 1,866.31	
	Yankeetown		0.000884269303%	$ 172.43		$ 132.64		$ 92.85	
Liberty		0.019399452225%			$ 8,826.75		$ 6,789.81		$ 4,752.87
	Liberty County		0.019303217578%	$ 3,764.13		$ 2,895.48		$ 2,026.84	
	Bristol		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
Madison		0.063540287455%			$ 28,910.83		$ 22,239.10		$ 15,567.37
	Madison County		0.053145129837%	$ 10,363.30		$ 7,971.77		$ 5,580.24	
	Greenville		0.000110760631%	$ 21.60		$ 16.61		$ 11.63	
	Lee		0.000019973229%	$ 3.89		$ 3.00		$ 2.10	
	Madison		0.010264423758%	$ 2,001.56		$ 1,539.66		$ 1,077.76	
Manatee		2.721323346235%			$ 1,238,202.12		$ 952,463.17		$ 666,724.22
	Manatee County		2.201647174006%	$ 429,321.20		$ 330,247.08		$ 231,172.95	
	Anna Maria		0.009930326116%	$ 1,936.41		$ 1,489.55		$ 1,042.68	
	Bradenton		0.379930754632%	$ 74,086.50		$ 56,989.61		$ 39,892.73	
	Bradenton Beach		0.014012127744%	$ 2,732.36		$ 2,101.82		$ 1,471.27	
	Holmes Beach		0.028038781473%	$ 5,467.56		$ 4,205.82		$ 2,944.07	
	Longboat Key		0.034895046131%	$ 6,804.53		$ 5,234.26		$ 3,663.98	
	Palmetto		0.052869136132%	$ 10,309.48		$ 7,930.37		$ 5,551.26	
Marion		1.701176168960%			$ 774,035.16		$ 595,411.66		$ 416,788.16
	Marion County		1.303728892837%	$ 254,227.13		$ 195,559.33		$ 136,891.53	
	Belleview		0.009799592256%	$ 1,910.92		$ 1,469.94		$ 1,028.96	
	Dunnellon		0.018400790795%	$ 3,588.15		$ 2,760.12		$ 1,932.08	
	McIntosh		0.000145259844%	$ 28.33		$ 21.79		$ 15.25	
	Ocala		0.368994504094%	$ 71,953.93		$ 55,349.18		$ 38,744.42	
	Reddick		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
Martin		0.869487298116%			$ 395,616.72		$ 304,320.55		$ 213,024.39
	Martin County		0.750762795758%	$ 146,398.75		$ 112,614.42		$ 78,830.09	
	Jupiter Island		0.020873839646%	$ 4,070.40		$ 3,131.08		$ 2,191.75	
	Ocean Breeze Park		0.008270732393%	$ 1,612.79		$ 1,240.61		$ 868.43	
	Sewall's Point		0.008356072551%	$ 1,629.43		$ 1,253.41		$ 877.39	
	Stuart		0.081223857767%	$ 15,838.65		$ 12,183.58		$ 8,528.51	
Miami-Dade		5.232119784173%			$ 2,380,614.50		$ 1,831,241.92		$ 1,281,869.35
	Miami-Dade County		4.282797675552%	$ 835,145.55		$ 642,419.65		$ 449,693.76	
	Aventura		0.024619727885%	$ 4,800.85		$ 3,692.96		$ 2,585.07	
	Bal Harbour		0.010041086747%	$ 1,958.01		$ 1,506.16		$ 1,054.31	
	Bay Harbor Islands		0.004272455175%	$ 833.13		$ 640.87		$ 448.61	
	Biscayne Park		0.001134842535%	$ 221.29		$ 170.23		$ 119.16	
	Coral Gables		0.071780152131%	$ 13,997.13		$ 10,767.02		$ 7,536.92	
	Cutler Bay		0.009414653668%	$ 1,835.86		$ 1,412.20		$ 988.54	
	Doral		0.013977628531%	$ 2,725.64		$ 2,096.64		$ 1,467.65	

	El Portal		0.000924215760%	$ 180.22		$ 138.63		$ 97.04			
	Florida City		0.003929278792%	$ 766.21		$ 589.39		$ 412.57			
	Golden Beach		0.002847092951%	$ 555.18		$ 427.06		$ 298.94			
	Hialeah		0.098015895785%	$ 19,113.10		$ 14,702.38		$ 10,291.67			
	Hialeah Gardens		0.005452691411%	$ 1,063.27		$ 817.90		$ 572.53			
	Homestead		0.024935668046%	$ 4,862.46		$ 3,740.35		$ 2,618.25			
	Indian Creek		0.002543863026%	$ 496.05		$ 381.58		$ 267.11			
	Key Biscayne		0.013683477346%	$ 2,668.28		$ 2,052.52		$ 1,436.77			
	Medley		0.008748274131%	$ 1,705.91		$ 1,312.24		$ 918.57			
	Miami		0.292793005448%	$ 57,094.64		$ 43,918.95		$ 30,743.27			
	Miami Beach		0.181409572478%	$ 35,374.87		$ 27,211.44		$ 19,048.01			
	Miami Gardens		0.040683650932%	$ 7,933.31		$ 6,102.55		$ 4,271.78			
	Miami Lakes		0.007836768608%	$ 1,528.17		$ 1,175.52		$ 822.86			
	Miami Shores		0.006287935516%	$ 1,226.15		$ 943.19		$ 660.23			
	Miami Springs		0.006169911893%	$ 1,203.13		$ 925.49		$ 647.84			
	North Bay Village		0.005160355974%	$ 1,006.27		$ 774.05		$ 541.84			
	North Miami		0.030379280717%	$ 5,923.96		$ 4,556.89		$ 3,189.82			
	North Miami Beach		0.030391990953%	$ 5,926.44		$ 4,558.80		$ 3,191.16			
	Opa-locka		0.007847663096%	$ 1,530.29		$ 1,177.15		$ 824.00			
	Palmetto Bay		0.007404620570%	$ 1,443.90		$ 1,110.69		$ 777.49			
	Pinecrest		0.008296152866%	$ 1,617.75		$ 1,244.42		$ 871.10			
	South Miami		0.007833137111%	$ 1,527.46		$ 1,174.97		$ 822.48			
	Sunny Isles Beach		0.007693324511%	$ 1,500.20		$ 1,154.00		$ 807.80			
	Surfside		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Sweetwater		0.004116300842%	$ 802.68		$ 617.45		$ 432.21			
	Virginia Gardens		0.001172973244%	$ 228.73		$ 175.95		$ 123.16			
	West Miami		0.002654623657%	$ 517.65		$ 398.19		$ 278.74			
Monroe		0.476388738585%			$ 216,756.88		$ 166,736.06		$ 116,715.24		
	Monroe County		0.330124785469%	$ 64,374.33		$ 49,518.72		$ 34,663.10			
	Islamorada		0.022357305808%	$ 4,359.67		$ 3,353.60		$ 2,347.52			
	Key Colony Beach		0.004751812661%	$ 926.60		$ 712.77		$ 498.94			
	Key West		0.088087385417%	$ 17,177.04		$ 13,213.11		$ 9,249.18			
	Layton		0.000150707089%	$ 29.39		$ 22.61		$ 15.82			
	Marathon		0.030916742141%	$ 6,028.76		$ 4,637.51		$ 3,246.26			
Nassau		0.476933463002%			$ 217,004.73		$ 166,926.71		$ 116,848.70		
	Nassau County		0.392706357951%	$ 76,577.74		$ 58,905.95		$ 41,234.17			
	Callahan		0.000225152759%	$ 43.90		$ 33.77		$ 23.64			
	Fernandina Beach		0.083159445195%	$ 16,216.09		$ 12,473.92		$ 8,731.74			
	Hillard		0.000842507098%	$ 164.29		$ 126.38		$ 88.46			
Okaloosa		0.819212865955%			$ 372,741.85		$ 286,724.50		$ 200,707.15		
	Okaloosa County		0.612059617545%	$ 119,351.63		$ 91,808.94		$ 64,266.26			
	Cinco Bayou		0.000733562214%	$ 143.04		$ 110.03		$ 77.02			
	Crestview		0.070440130066%	$ 13,735.83		$ 10,566.02		$ 7,396.21			
	Destin		0.014678507281%	$ 2,862.31		$ 2,201.78		$ 1,541.24			
	Fort Walton Beach		0.077837487644%	$ 15,178.31		$ 11,675.62		$ 8,172.94			
	Laurel Hill		0.000079892914%	$ 15.58		$ 11.98		$ 8.39			
	Mary Esther		0.009356549730%	$ 1,824.53		$ 1,403.48		$ 982.44			
	Niceville		0.021745398713%	$ 4,240.35		$ 3,261.81		$ 2,283.27			
	Shalimar		0.001824826796%	$ 355.84		$ 273.72		$ 191.61			
	Valparaiso		0.010456893052%	$ 2,039.09		$ 1,568.53		$ 1,097.97			
Okeechobee		0.353495278692%			$ 160,840.35		$ 123,723.35		$ 86,606.34		
	Okeechobee County		0.314543851405%	$ 61,336.05		$ 47,181.58		$ 33,027.10			
	Okeechobee		0.038951427287%	$ 7,595.53		$ 5,842.71		$ 4,089.90			
Orange		4.671028214546%			$ 2,125,317.84		$ 1,634,859.88		$ 1,144,401.91		
	Orange County		3.063330386979%	$ 597,349.43		$ 459,499.56		$ 321,649.69			
	Apopka		0.097215150892%	$ 18,956.95		$ 14,582.27		$ 10,207.59			
	Bay Lake		0.023566594013%	$ 4,595.49		$ 3,534.99		$ 2,474.49			
	Belle Isle		0.010798253686%	$ 2,105.66		$ 1,619.74		$ 1,133.82			
	Eatonville		0.008325204835%	$ 1,623.41		$ 1,248.78		$ 874.15			
	Edgewood		0.009716067845%	$ 1,894.63		$ 1,457.41		$ 1,020.19			
	Lake Buena Vista		0.010355211161%	$ 2,019.27		$ 1,553.28		$ 1,087.30			
	Maitland		0.046728276209%	$ 9,112.01		$ 7,009.24		$ 4,906.47			
	Oakland		0.005429086686%	$ 1,058.67		$ 814.36		$ 570.05			
	Ocoee		0.066599822928%	$ 12,986.97		$ 9,989.97		$ 6,992.98			
	Orlando		1.160248481490%	$ 226,248.45		$ 174,037.27		$ 121,826.09			
	Windemere		0.007548064667%	$ 1,471.87		$ 1,132.21		$ 792.55			
	Winter Garden		0.056264584996%	$ 10,971.59		$ 8,439.69		$ 5,907.78			
	Winter Park		0.104903028159%	$ 20,456.09		$ 15,735.45		$ 11,014.82			
Osceola		1.073452092940%			$ 488,420.70		$ 375,708.23		$ 262,995.76		
	Osceola County		0.837248691390%	$ 163,263.49		$ 125,587.30		$ 87,911.11			
	Kissimmee		0.162366006872%	$ 31,661.37		$ 24,354.90		$ 17,048.43			
	St. Cloud		0.073837394678%	$ 14,398.29		$ 11,075.61		$ 7,752.93			
Palm Beach		8.601594372053%			$ 3,913,725.44		$ 3,010,558.03		$ 2,107,390.62		
	Palm Beach County		5.552548475026%	$ 1,082,746.95		$ 832,882.27		$ 583,017.59			
	Atlantis		0.018751230169%	$ 3,656.49		$ 2,812.68		$ 1,968.88			
	Belle Glade		0.020828445945%	$ 4,061.55		$ 3,124.27		$ 2,186.99			
	Boca Raton		0.472069073961%	$ 92,053.47		$ 70,810.36		$ 49,567.25			

	Boynton Beach		0.3064982717715%	$ 59,767.16		$ 45,974.74		$ 32,182.32			
	Briny Breezes		0.0032574520129%	$ 635.20		$ 488.62		$ 342.03			
	Cloud Lake		0.0001888377985%	$ 36.82		$ 28.33		$ 19.83			
	Delray Beach		0.3518465794577%	$ 68,610.08		$ 52,776.99		$ 36,943.89			
	Glen Ridge		0.0000526566947%	$ 10.27		$ 7.90		$ 5.53			
	Golf		0.0042833496633%	$ 835.25		$ 642.50		$ 449.75			
	Greenacres		0.0764248356573%	$ 14,902.84		$ 11,463.73		$ 8,024.61			
	Gulf Stream		0.0106711513229%	$ 2,080.87		$ 1,600.67		$ 1,120.47			
	Haverhill		0.0010840015893%	$ 211.38		$ 162.60		$ 113.82			
	Highland Beach		0.0325109689344%	$ 6,339.64		$ 4,876.65		$ 3,413.65			
	Hypoluxo		0.0051530929824%	$ 1,004.85		$ 772.96		$ 541.07			
	Juno Beach		0.0167575388044%	$ 3,267.72		$ 2,513.63		$ 1,759.54			
	Jupiter Island		0.1254663748888%	$ 24,465.94		$ 18,819.96		$ 13,173.97			
	Jupiter Inlet Colony		0.0052765638499%	$ 1,028.93		$ 791.48		$ 554.04			
	Lake Clarke Shores		0.0075607749039%	$ 1,474.35		$ 1,134.12		$ 793.88			
	Lake Park		0.0294332759806%	$ 5,739.49		$ 4,414.99		$ 3,090.49			
	Lake Worth		0.1171466172986%	$ 22,843.59		$ 17,571.99		$ 12,300.39			
	Lantana		0.0245071515054%	$ 4,778.89		$ 3,676.07		$ 2,573.25			
	Loxahatchee Groves		0.0025311527899%	$ 493.57		$ 379.67		$ 265.77			
	Manalapan		0.0216328223336%	$ 4,218.40		$ 3,244.92		$ 2,271.45			
	Mangonia Park		0.0106965717957%	$ 2,085.83		$ 1,604.49		$ 1,123.14			
	North Palm Beach		0.0443496462569%	$ 8,648.18		$ 6,652.45		$ 4,656.71			
	Ocean Ridge		0.0127864978078%	$ 2,493.37		$ 1,917.97		$ 1,342.58			
	Pahokee		0.0040182504479%	$ 783.56		$ 602.74		$ 421.92			
	Palm Beach		0.1854768481239%	$ 36,167.99		$ 27,821.53		$ 19,475.07			
	Palm Beach Gardens		0.2336758802579%	$ 45,566.80		$ 35,051.38		$ 24,535.97			
	Palm Beach Shores		0.0141355986129%	$ 2,756.44		$ 2,120.34		$ 1,484.24			
	Palm Springs		0.0380217642829%	$ 7,414.24		$ 5,703.26		$ 3,992.29			
	Riviera Beach		0.1636170572829%	$ 31,905.33		$ 24,542.56		$ 17,179.79			
	Royal Palm Beach		0.0492957439599%	$ 9,612.67		$ 7,394.36		$ 5,176.05			
	South Bay		0.0018302740409%	$ 356.90		$ 274.54		$ 192.18			
	South Palm Beach		0.0058666819679%	$ 1,144.00		$ 880.00		$ 616.00			
	Tequesta		0.0318936145959%	$ 6,219.25		$ 4,784.04		$ 3,348.83			
	Wellington		0.0501836447589%	$ 9,785.81		$ 7,527.55		$ 5,269.28			
	West Palm Beach		0.5492656025419%	$ 107,106.79		$ 82,389.84		$ 57,672.89			
Pasco		4.6920872604949%			$ 2,134,899.70		$ 1,642,230.54		$ 1,149,561.38		
	Pasco County		4.3192052398139%	$ 842,245.02		$ 647,880.79		$ 453,516.55			
	Dade City		0.0558197267239%	$ 10,884.85		$ 8,372.96		$ 5,861.07			
	New Port Richey		0.1498791074949%	$ 29,226.43		$ 22,481.87		$ 15,737.31			
	Port Richey		0.0495299754589%	$ 9,658.35		$ 7,429.50		$ 5,200.65			
	San Antonio		0.0021897921559%	$ 427.01		$ 328.47		$ 229.93			
	St. Leo		0.0027908047619%	$ 544.21		$ 418.62		$ 293.03			
	Zephyrhills		0.1126726140899%	$ 21,971.16		$ 16,900.89		$ 11,830.62			
Pinellas		7.9348898167779%			$ 3,610,374.87		$ 2,777,211.44		$ 1,944,048.01		
	Pinellas County		4.5465931845539%	$ 886,585.67		$ 681,988.98		$ 477,392.28			
	Belleair		0.0180957451219%	$ 3,528.67		$ 2,714.36		$ 1,900.05			
	Belleair Beach		0.0042615606869%	$ 831.00		$ 639.23		$ 447.46			
	Belleair Bluffs		0.0075026709659%	$ 1,463.02		$ 1,125.40		$ 787.78			
	Belleair Shore		0.0004394110299%	$ 85.69		$ 65.91		$ 46.14			
	Clearwater		0.6338631201969%	$ 123,603.31		$ 95,079.47		$ 66,555.63			
	Dunedin		0.1024408737969%	$ 19,975.97		$ 15,366.13		$ 10,756.29			
	Gulfport		0.0478939864609%	$ 9,339.33		$ 7,184.10		$ 5,028.87			
	Indian Rocks Beach		0.0089534536629%	$ 1,745.92		$ 1,343.02		$ 940.11			
	Indian Shores		0.0113230048749%	$ 2,207.99		$ 1,698.45		$ 1,188.92			
	Kenneth City		0.0174547860589%	$ 3,403.68		$ 2,618.22		$ 1,832.75			
	Largo		0.3741929907779%	$ 72,967.63		$ 56,128.95		$ 39,290.26			
	Madeira Beach		0.0226169577799%	$ 4,410.31		$ 3,392.54		$ 2,374.78			
	North Reddington Beach		0.0038203339099%	$ 744.97		$ 573.05		$ 401.14			
	Oldsmar		0.0394217060339%	$ 7,687.23		$ 5,913.26		$ 4,139.28			
	Pinellas Park		0.2516663119919%	$ 49,074.93		$ 37,749.95		$ 26,424.96			
	Redington Beach		0.0036115228829%	$ 704.25		$ 541.73		$ 379.21			
	Redington Shores		0.0064513528419%	$ 1,258.01		$ 967.70		$ 677.39			
	Safety Harbor		0.0380617107409%	$ 7,422.03		$ 5,709.26		$ 3,996.48			
	Seminole		0.0952486957489%	$ 18,573.50		$ 14,287.30		$ 10,001.11			
	South Pasadena		0.0299689216569%	$ 5,843.94		$ 4,495.34		$ 3,146.74			
	St. Pete Beach		0.0717910466199%	$ 13,999.25		$ 10,768.66		$ 7,538.06			
	St. Petersburg		1.4565930901349%	$ 284,035.65		$ 218,488.96		$ 152,942.27			
	Tarpon Springs		0.1019705950509%	$ 19,884.27		$ 15,295.59		$ 10,706.91			
	Treasure Island		0.0406527832159%	$ 7,927.29		$ 6,097.92		$ 4,268.54			
Polk		2.1504830252989%			$ 978,469.78		$ 752,669.06		$ 526,868.34		
	Polk County		1.5580498284849%	$ 303,819.72		$ 233,707.47		$ 163,595.23			
	Auburndale		0.0286361625849%	$ 5,584.05		$ 4,295.42		$ 3,006.80			
	Bartow		0.0439719706609%	$ 8,574.53		$ 6,595.80		$ 4,617.06			
	Davenport		0.0053056158189%	$ 1,034.60		$ 795.84		$ 557.09			
	Dundee		0.0055979512559%	$ 1,091.60		$ 839.69		$ 587.78			
	Eagle Lake		0.0025801779879%	$ 503.13		$ 387.03		$ 270.92			
	Fort Meade		0.0077024032519%	$ 1,501.97		$ 1,155.36		$ 808.75			

	Frostproof		0.0058576032227%	$ 1,142.23			$ 878.64		$ 615.05		
	Haines City		0.0479847738634%	$ 9,357.03			$ 7,197.72		$ 5,038.40		
	Highland Park		0.0000635551182%	$ 12.39			$ 9.53		$ 6.67		
	Hillcrest Heights		0.0000054472444%	$ 1.06			$ 0.82		$ 0.57		
	Lake Alfred		0.0074899607294%	$ 1,460.54			$ 1,123.49		$ 786.45		
	Lake Hamilton		0.0025402315304%	$ 495.35			$ 381.03		$ 266.72		
	Lakeland		0.2948756684684%	$ 57,500.76			$ 44,231.35		$ 30,961.95		
	Lake Wales		0.0362931721344%	$ 7,077.17			$ 5,443.98		$ 3,810.78		
	Mulberry		0.0054145607024%	$ 1,055.84			$ 812.18		$ 568.53		
	Polk City		0.0010803700934%	$ 210.67			$ 162.06		$ 113.44		
	Winter Haven		0.0970335760874%	$ 18,921.55			$ 14,555.04		$ 10,188.53		
Putnam		0.3848931940684%			$ 175,126.40			$ 134,712.62		$ 94,298.83	
	Putnam County		0.3292259901824%	$ 64,199.07			$ 49,383.90		$ 34,568.73		
	Crescent City		0.0055616362944%	$ 1,084.52			$ 834.25		$ 583.97		
	Interlachen		0.0018774834894%	$ 366.11			$ 281.62		$ 197.14		
	Palatka		0.0469552447164%	$ 9,156.27			$ 7,043.29		$ 4,930.30		
	Pomona Park		0.0003794913444%	$ 74.00			$ 56.92		$ 39.85		
	Welaka		0.0008933480434%	$ 174.20			$ 134.00		$ 93.80		
Santa Rosa		0.7012673195134%			$ 319,076.63			$ 245,443.56		$ 171,810.49	
	Santa Rosa County		0.5925239842164%	$ 115,542.18			$ 88,878.60		$ 62,215.02		
	Gulf Breeze		0.0619515079064%	$ 12,080.54			$ 9,292.73		$ 6,504.91		
	Jay		0.0001597858294%	$ 31.16			$ 23.97		$ 16.78		
	Milton		0.0466320415624%	$ 9,093.25			$ 6,994.81		$ 4,896.36		
Sarasota		2.8050438575794%			$ 1,276,294.96			$ 981,765.35		$ 687,235.75	
	Sarasota County		1.9243152632514%	$ 375,241.48			$ 288,647.29		$ 202,053.10		
	Longboat Key		0.0444894588564%	$ 8,675.44			$ 6,673.42		$ 4,671.39		
	North Port		0.2096117712774%	$ 40,874.30			$ 31,441.77		$ 22,009.24		
	Sarasota		0.4842799796354%	$ 94,434.60			$ 72,642.00		$ 50,849.40		
	Venice		0.1423473845604%	$ 27,757.74			$ 21,352.11		$ 14,946.48		
Seminole		2.1411482645444%			$ 974,222.46			$ 749,401.89		$ 524,581.32	
	Seminole County		1.5086941648394%	$ 294,195.36			$ 226,304.12		$ 158,412.89		
	Altamonte Springs		0.0813055664304%	$ 15,854.59			$ 12,195.83		$ 8,537.08		
	Casselberry		0.0800345427914%	$ 15,606.74			$ 12,005.18		$ 8,403.63		
	Lake Mary		0.0797676278274%	$ 15,554.69			$ 11,965.14		$ 8,375.60		
	Longwood		0.0617100134154%	$ 12,033.45			$ 9,256.50		$ 6,479.55		
	Oviedo		0.1031308580574%	$ 20,110.52			$ 15,469.63		$ 10,828.74		
	Sanford		0.1642434903624%	$ 32,027.48			$ 24,636.52		$ 17,245.57		
	Winter Springs		0.0622620008244%	$ 12,141.09			$ 9,339.30		$ 6,537.51		
St. Johns		0.7103333495544%			$ 323,201.67			$ 248,616.67		$ 174,031.67	
	St. Johns County		0.6563348181314%	$ 127,985.29			$ 98,450.22		$ 68,915.16		
	Hastings		0.0000108944884%	$ 2.12			$ 1.63		$ 1.14		
	Marineland		0.0000000000004%	$ -			$ -		$ -		
	St. Augustine		0.0465103864424%	$ 9,069.53			$ 6,976.56		$ 4,883.59		
	St. Augustine Beach		0.0074772504934%	$ 1,458.06			$ 1,121.59		$ 785.11		
St. Lucie		1.5066278435524%			$ 685,515.67			$ 527,319.75		$ 369,123.82	
	St. Lucie County		0.9561565843024%	$ 186,450.53			$ 143,423.49		$ 100,396.44		
	Fort Pierce		0.1595352556544%	$ 31,109.37			$ 23,930.29		$ 16,751.20		
	Port St. Lucie		0.3908034539894%	$ 76,206.67			$ 58,620.52		$ 41,034.36		
	St. Lucie Village		0.0001325496084%	$ 25.85			$ 19.88		$ 13.92		
Sumter		0.3263988704594%			$ 148,511.49			$ 114,239.60		$ 79,967.72	
	Sumter County		0.3022730260464%	$ 58,943.24			$ 45,340.95		$ 31,738.67		
	Bushnell		0.0066075071744%	$ 1,288.46			$ 991.13		$ 693.79		
	Center Hill		0.0013127858444%	$ 255.99			$ 196.92		$ 137.84		
	Coleman		0.0007480881994%	$ 145.88			$ 112.21		$ 78.55		
	Webster		0.0014235464764%	$ 277.59			$ 213.53		$ 149.47		
	Wildwood		0.0140339167214%	$ 2,736.61			$ 2,105.09		$ 1,473.56		
Suwannee		0.1910148796924%			$ 86,911.77			$ 66,855.21		$ 46,798.65	
	Suwannee County		0.1610278005554%	$ 31,400.42			$ 24,154.17		$ 16,907.92		
	Branford		0.0009296630044%	$ 181.28			$ 139.45		$ 97.61		
	Live Oak		0.0290574161324%	$ 5,666.20			$ 4,358.61		$ 3,051.03		
Taylor		0.0921818972824%			$ 41,942.76			$ 32,263.66		$ 22,584.56	
	Taylor County		0.0699698513194%	$ 13,644.12			$ 10,495.48		$ 7,346.83		
	Perry		0.0222120459634%	$ 4,331.35			$ 3,331.81		$ 2,332.26		
Union		0.0651563032244%			$ 29,646.12			$ 22,804.71		$ 15,963.29	
	Union County		0.0636292591094%	$ 12,407.71			$ 9,544.39		$ 6,681.07		
	Lake Butler		0.0013981260034%	$ 272.63			$ 209.72		$ 146.80		
	Raiford		0.0000127102364%	$ 2.48			$ 1.91		$ 1.33		
	Worthington Springs		0.0001162078764%	$ 22.66			$ 17.43		$ 12.20		
Volusia		3.1303296744804%			$ 1,424,300.00			$ 1,095,615.39		$ 766,930.77	
	Volusia County		1.7085753422874%	$ 333,172.19			$ 256,286.30		$ 179,400.41		
	Daytona Beach		0.4475564752124%	$ 87,273.51			$ 67,133.47		$ 46,993.43		
	Daytona Beach Shores		0.0397430934394%	$ 7,749.90			$ 5,961.46		$ 4,173.02		
	DeBary		0.0352836162154%	$ 6,880.31			$ 5,292.54		$ 3,704.78		
	DeLand		0.0989836894984%	$ 19,301.82			$ 14,847.55		$ 10,393.29		
	Deltona		0.1993291900384%	$ 38,869.19			$ 29,899.38		$ 20,929.56		
	Edgewater		0.0580422023434%	$ 11,318.23			$ 8,706.33		$ 6,094.43		
	Flagler Beach		0.0002233370114%	$ 43.55			$ 33.50		$ 23.45		

	Holly Hill		0.0316158051436%	$ 6,165.08		$ 4,742.37		$ 3,319.66			
	Lake Helen		0.0049188614826%	$ 959.18		$ 737.83		$ 516.48			
	New Smyrna Beach		0.1040659683063%	$ 20,292.86		$ 15,609.90		$ 10,926.93			
	Oak Hill		0.0048208110870%	$ 940.06		$ 723.12		$ 506.19			
	Orange City		0.0335622870580%	$ 6,544.65		$ 5,034.34		$ 3,524.04			
	Ormond Beach		0.1146445164770%	$ 22,355.68		$ 17,196.68		$ 12,037.67			
	Pierson		0.0023332362510%	$ 454.98		$ 349.99		$ 244.99			
	Ponce Inlet		0.0238135357480%	$ 4,643.64		$ 3,572.03		$ 2,500.42			
	Port Orange		0.1775965015620%	$ 34,631.32		$ 26,639.48		$ 18,647.63			
	South Daytona		0.0452212053230%	$ 8,818.14		$ 6,783.18		$ 4,748.23			
Wakulla		0.1151293212080%			$ 52,383.84		$ 40,295.26			$ 28,206.68	
	Wakulla County		0.1149531936470%	$ 22,415.87		$ 17,242.98		$ 12,070.09			
	Sopchoppy		0.0001071291350%	$ 20.89		$ 16.07		$ 11.25			
	St. Marks		0.0000689984260%	$ 13.45		$ 10.35		$ 7.24			
Walton		0.2685582161510%			$ 122,193.99		$ 93,995.38			$ 65,796.76	
	Walton County		0.2242684895810%	$ 43,732.36		$ 33,640.27		$ 23,548.19			
	DeFuniak Springs		0.0170571372340%	$ 3,326.14		$ 2,558.57		$ 1,791.00			
	Freeport		0.0032901354770%	$ 641.58		$ 493.52		$ 345.46			
	Paxton		0.0239424538600%	$ 4,668.78		$ 3,591.37		$ 2,513.96			
Washington		0.1201244441090%			$ 54,656.62		$ 42,043.56			$ 29,430.49	
	Washington County		0.1049084754040%	$ 20,457.15		$ 15,736.27		$ 11,015.39			
	Caryville		0.0014017574990%	$ 273.34		$ 210.26		$ 147.18			
	Chipley		0.0125504505600%	$ 2,447.34		$ 1,882.57		$ 1,317.80			
	Ebro		0.0002215212630%	$ 43.20		$ 33.23		$ 23.26			
	Vernon		0.0003613338630%	$ 70.46		$ 54.20		$ 37.94			
	Wausau		0.0006809055210%	$ 132.78		$ 102.14		$ 71.50			
		100.00%	100.00%	$ 19,500,000.00	$ 45,500,000.00	$ 15,000,000.00	$ 35,000,000.00	$ 10,500,000.00	$ 24,500,000.00		

PURDUE PHARMA L.P.

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT[1]

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the "**Chapter 11 Plan**") in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, "**Purdue**") pending in the U.S. Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") between the states, territories and the District of Columbia (each a "**State**") on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act ("**DDLA Claims**") under State law (collectively, the "**Local Governments**"), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a "**Tribe**") on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.[2]

[1] As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

[2] *See, e.g.,* Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(' "I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it's more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important."); *id.* At 175:24-176:6 ("I also think, and again, I didn't say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily."); Hr'g Tr. At 165:3-165:14 (Nov. 19, 2019) ("I continue to believe that the states play a major role in [the allocation] process. The role I'm envisioning for them is not one where they say we get everything.

Issue	Description
	This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the "**Abatement Funds**") to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (**Abatement Funds** net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as "**Public Funds**"). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%)of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in **Schedule B** (the "**Approved Opioid Abatement Uses**"); (ii) priority shall be given to the core abatement strategies ("**Core Strategies**") as identified on **Schedule A**; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of **Public Funds** for implementing those programs and in connection with the Government Participation Mechanism[3] (**"Allowed Administrative Expenses,"** and together with the **Approved Opioid Abatement Uses**, "**Approved Uses**").[4] Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute **Approved Opioid Abatement Uses** may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.
3. GENERAL NOTES	The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state."); Hr'g Tr. at 75:19-76:1 (Jan. 24, 2020) ("Even if there ultimately is an allocation here – and there's not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors' value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . . .").

[3] Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

[4] Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue's chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims. a. Resolution of States' and Local Governments' claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All **Public Funds** distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such **Approved Uses**. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	**Disbursement of Abatement Funds** The Bankruptcy Court shall appoint [a third-party administrator ("**Administrator**")] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions. [Points to be addressed regarding disbursements:

Issue	Description
	• Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
5. ATTORNEYS' FEES AND COSTS FUND	A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.
6. TRIBAL ABATEMENT FUNDING	a. [X%] of the **Abatement Funds** will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see **Schedule B**) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.[5] The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as **Schedule [ ]**. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

[5] [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	**Public Funds** are allocated among the States, the District of Columbia and Territories in the percentages set forth on **Schedule C**. Except as set forth below in section 7(C) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following: 1. **Statewide Agreement**. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan][6] (the "**Agreement Date**") to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a "**Statewide Abatement Agreement**" or "**SAA**"). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. A **Statewide Abatement Agreement** shall be agreed when it has been approved by the State and either (a) representatives[7] of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.[8]

[6] Should there be provision for extension of the date for filing Statewide Abatement Agreement?
[7] An authorized "representative" of local, or even State, government can differ in this Term Sheet depending on the context.
[8] All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

Issue	Description
	Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,[9] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,[10] divided by (b) 200% of the State's population. A "**Primary Incorporated Municipality**" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. 2. **Default Allocation Mechanism (excluding Territories and DC addressed below).** The **Public Funds** allocable to a State that is not party to a **Statewide Abatement Agreement** as defined in 7(1) above (each a "**Non-SAA State**") shall be allocated as between the State and its Local Governments to be

[9] The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

[10] Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	used only for **Approved Uses**, in accordance with this Section (B) (the "**Default Allocation Mechanism**"). a. **Regions.** Except as provided in the final sentence of this paragraph, each **Non-SAA State** shall be divided into "**Regions**" as follows: (a) each **Qualifying Block Grantee** (as defined below) shall constitute a **Region**; and (b) the balance of the State shall be divided into **Regions** (such **Regions** to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-**Qualifying Block Grantee Regions** are referred to herein as "**Standard Regions**"). The **Non-SAA States** which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish **Regions**;[11] such a State that does not establish **Regions** but which does contain one or more **Qualifying Block Grantees** shall be deemed to consist of one **Region** for each **Qualifying Block Grantee** and one **Standard Region** for the balance of the State. b. **Regional Apportionment**. **Public Funds** shall be allocated to each **Non-SAA State, as defined in 7(1) above,** as (a) a **Regional Apportionment** or (b) a **Non-Regional Apportionment** based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows: i. **First $1 billion** – 70% Regional Apportionment/30% Non-Regional Apportionment ii. **$1-$2.5 billion** – 64% Regional Apportionment /36% Non-Regional Apportionment iii. **$2.5-$3.5 billion** – 60% Regional Apportionment /40% Non-Regional Apportionment iv. **Above $3.5 billion** – 50% Regional Apportionment /50% Non-Regional Apportionment

[11] To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai'i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	c. **Qualifying Block Grantee.** A "**Qualifying Local Government**" means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (*e.g.*, health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.[12] A **Qualifying Local Government** that elects to receive **Public Funds** through Local Government Block Grants is referred to herein as a **Qualifying Block Grantee**.[13] d. **Proportionate Shares of Regional Apportionment.** As used herein, the "**Proportionate Share**" of each **Region** in each **Non-SAA State** shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such **Region** under the allocation model employed in connection with the Purdue Bankruptcy (the "**Allocation Model**"),[14] divided by the aggregate shares for all counties or parishes in the State under the **Allocation Model**; and (b) for all other States, the aggregate shares of the cities and towns in that **Region** under the **Allocation Model's** intra-county allocation formula, divided by the aggregate shares for all cities and towns[15] in the State under the **Allocation Model**. e. **Expenditure or Disbursement of Regional Apportionment.** Subject to 7(2)(i) below regarding **Allowed Administrative Expenses**, all **Regional Apportionments** shall be disbursed or expended in the form of **Local Government Block Grants** or otherwise for **Approved Opioids Abatement Uses** in the **Standard Regions** of each **Non-SAA State**.

[12] As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

[13] [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

[14] Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

[15] Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	f. **Qualifying Block Grantees.** Each **Qualifying Block Grantee** shall receive its **Regional Apportionment** as a block grant (a "**Local Government Block Grant**"). **Local Government Block Grants** shall be used only for **Approved Opioid Abatement Uses** by the **Qualifying Block Grantee** or for grants to organizations within its jurisdiction for **Approved Opioid Abatement Uses** and for **Allowed Administrative Expenses** in accordance with 7(2)(i) below. Where a municipality located wholly within a **Qualifying Block Grantee** would independently qualify as a block grant recipient ("**Independently Qualifying Municipality**"), the **Qualifying Block Grantee** and **Independently Qualifying Municipality** must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the **Independently Qualifying Municipality** and the **Qualifying Block Grantee** cannot reach such an agreement on or before the **Agreement Date [or some later specified date]**, the **Qualifying Block Grantee** will receive the **Local Government Block Grant** for its full **Proportionate Share** and commit programming expenditures to the benefit of the **Independently Qualifying Municipality** in general proportion to **Proportionate Shares** (determined as provided in 7(2)(d) above) of the municipalities within the **Qualifying Block Grantee**. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program. g. **Standard Regions.** The portions of each **Regional Apportionment** not disbursed in the form of **Local Government Block Grants** shall be expended throughout the **Standard Regions** of each **Non-SAA State** in accordance with 95%-105% of the respective **Proportionate Shares** of such **Standard Regions**. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the **Government Participation Mechanism** described in Section 8 below. This regional spending requirement may be met by delivering **Approved Opioid Abatement Use** services or programs to a **Standard Region** or its residents. Delivery of such services or programs can be

Issue	Description
	accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following: i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. h. **Expenditure or Disbursement of Public Funds Other Than Regional Apportionment.** All **Public Funds** allocable to a **Non-SAA State** that are not included in the State's **Regional Apportionment** shall be expended only on **Approved Uses**. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. **Qualifying Block Grantees** will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other **Regions.** i. **Allowed Administrative Expenses. Qualifying Block Grantees** States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund **Local Government Block Grants,** for **Allowed Administrative Expenses. Qualifying Block Grantees** may use up to 5% of their **Local Government Block Grants** to fund their **Allowed Administrative Expenses.** 3. **Records.** The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.[16] **Qualifying Block Grantees** shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

[16] Additional records and reporting requirements?

Issue	Description
	(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory's or District of Columbia's executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].[17]
8. GOVERNMENT PARTICIPATION MECHANISM	In each **Non-SAA State**, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the "**Government Participation Mechanism**" or "**GPM**") in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed. Government Participation Mechanisms shall conform to the following: (A) ***Composition***. For each State, a. the State, on the one hand, and State's Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State's Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States' executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State's Local Governments.[18] Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

[17] Territory and DC provisions to be discussed

[18] Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	topics as is necessary to assure the effective functioning of the GPM. (B) ***Consensus***. Members of the GPMs should attempt to reach consensus with respect to **GPM Recommendations** and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. **GPM Recommendations** and other action shall note the existence and summarize the substance of objections where requested by the objector(s). (C) ***Proceedings***. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State's open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws. (D) ***Consultation and Discretion***. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.[19] (E) ***Recommendations***. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (**"GPM Recommendations"**). In carrying out its obligations to provide **GPM Recommendations,** a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State's opioid epidemic, which recommendations may be Statewide or specific to **Regions**; recommend Statewide or **Regional** funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for

[19] Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	Approved Opioid Abatement Uses; monitor the level of **Allowed Administrative Expenses** expended from **Public Funds**. The goal is for a process that produces **GPM Recommendations** that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the **Public Funds**. To the extent a State chooses not to follow a **GPM Recommendation**, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond. (F) ***Review***. Local Governments and States may object to an allocation or expenditure of **Public Funds** (whether a **Regional Apportionment** or **Non-Regional** Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of **Regional Apportionments** and **Non-Regional** Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of **Local Government Block Grants** or **Regional Apportionment** expenditures; (iii) is not for an **Approved Use,** or (iv) violates the limitations set forth herein with respect to **Allowed Administrative Fees**. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an "**Objection**"). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	At least annually, each State shall publish on the lead State Agency's website or on its Attorney General's website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the

Issue	Description
	amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees. At least annually, each **Qualifying Block Grantee** which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of **Local Government Block Grants** received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that **Public Funds** are only being used for **Approved Uses**, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such **Public Funds** with respect to opioids abatement can be publicly monitored and evaluated. The expenditure and disbursement of **Public Funds** shall be subject to audit by States as follows: [details of audit scope, process, output, etc.] (a) A court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses[20]

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
    a. Medication-Assisted Treatment (MAT);
    b. Abstinence-based treatment;
    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

[20] [NTD: Discuss expanded list of Approved Uses to be included. Discuss "self-executing" function based on additional information received from NCSG.]

OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
    a. Increase the number of prescribers using PDMPs;
    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

b. Research non-opioid treatment of chronic pain.

c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

g. Research on expanded modalities such as prescription methadone that can expand access to MAT.

h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

DO NOT COPY

Schedule C
State Allocation Percentages

[TO BE INSERTED]

63779069 v1

EXHIBIT B

RESOLUTION NO. 2021-100

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AUTHORIZING LAKE COUNTY (HEREIN REFERRED TO AS THIS "GOVERNMENTAL UNIT") TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN.

WHEREAS, Lake County has suffered harm from the opioid epidemic; and

WHEREAS, Lake County recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Lake County is a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework for a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Lake County, and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida (Governmental Unit), that Lake County supports entering into the Florida Plan.

SECTION 1. The above recitals are incorporated herein.

SECTION 2. This Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 3. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 4. That the Chairman of the Governmental Unit is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 5. That the Chairman of the Governmental Unit is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 6. The Clerk of Court of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida Attorney General at

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this day of 22nd day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Sean M. Parks, Chairman

This 22nd day of June, 2021.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT C

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively "Settling Distributors"). This virtual envelope contains a Participation Form including a release of claims and an Intrastate Allocation Agreement. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions), Janssen, and the Opioid Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. The Florida Attorney General's Office has also created a state-specific website that may be accessed here: http://www.myfloridalegal.com/opioidsettlement. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Florida Attorney General's Office at Utah Attorney General's Office at fl.opioidlitigation@myfloridalegal.com.

DocuSign Envelope ID: D94BD0A2-61CA-4995-B825-2DBDF836BFFE

Florida Subdivision Participation Form

Governmental Entity: LAKE COUNTY		State: FL
Authorized Signatory: Sean M. Parks, Chairman, Board of County Commissioners		
Address 1: PO Box 7800		
Address 2:		
City, State, Zip: Tavares	Florida	32778
Phone: 352-343-9850		
Email: mmarsh@lakecountyfl.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Settling Distributors"), dated July 21, 2021 ("National Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement t, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.

2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.

3. The Governmental Entity's execution of this Participation Agreement shall serve as the Governmental Entity's acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.

4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.

8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.

9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.

10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.

12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: DocuSigned by: Sean Parks D46EC3F57B87418...

Name: Sean Parks

Title: Chairman, Board of County Commissioners

Date: 12/8/2021

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: John Guard 11/15/2021 DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

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f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

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PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

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	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

EXHIBIT D

LAKE COUNTY
OPIOID ABATEMENT PLAN

This Lake County Opioid Abatement Plan is developed, periodically reviewed, and updated by the Lake County Opioid Task Force for the purpose of documenting the goals for opioid abuse abatement in Lake County, Florida.

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics ("opioids") which resulted in opioid overdoses and addictions throughout municipalities, counties, states, and the nation; and,

WHEREAS, Lake County and the municipalities therein are not immune from this nationwide crisis; and,

WHEREAS, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter "Opioid Task Force," formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and,

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in Lake County and on opioid-related programs consistent with the State MOU; and,

WHEREAS, the Opioid Task Force meets periodically to study and analyze data related to the opioid epidemic and abatement programming; and,

WHEREAS, the Opioid Task Force has developed a three-pronged approach to abate the opioid epidemic in Lake County by implementing a drug treatment court, focusing on medical services, and informing the public about opioid abuse and resources for treatment and prevention. This will be known as the Lake County Opioid Abatement Plan.

THEREFORE, Lake County's plan for opioid abatement includes the following:

1. Opioid Task Force. The Opioid Task Force's purpose is to gather data about the nature and extent of problems communities within the County face, and to receive, report, and make recommendations to the Lake County Board of County Commissioners (BCC) about activities that should be undertaken to abate the opioid epidemic.

2. Three-Part Plan. Through their research and data analysis, the Opioid Task Force has identified three key areas in which to focus opioid abatement efforts:

a. **Justice Services** – A positive correlation exists between drug abuse and crime. The creation of a drug treatment court, increasing data collection, and improving first responder training will reduce drug abuse and result in fewer crimes and less homelessness per capita.

i. Establish a Drug Treatment Court – Empirical evidence indicates drug treatment courts reduce substance abuse, hospitalizations, crime, and recidivism. Additionally, drug treatment courts have proven effective at reducing property crimes and public order offenses which strains the public safety, court, jail, probation & parole, and healthcare systems. Efforts will be taken to establish and maintain a dedicated drug treatment court in Lake County to improve the health, safety, and welfare for Lake County's residents by reducing crime and reducing taxpayer costs. The drug treatment court will be modeled after the most successful programs in the nation. The program goal is to reduce recidivism for drug related criminal offenses by sixty percent (60%) or more.

ii. Data Collection – Encourage participating agencies to enter overdose data into the High Intensity Drug Targeting Area (H.I.D.T.A.) tracking system to establish a baseline for performance measurements, identify trends, and enhance public outreach where clusters develop.

iii. Training – Offer opioid response training on best practices to law enforcement officers annually.

b. **Medical Services**. Experience indicates potential process improvements in the healthcare system beginning with the first patient contact in the field through discharge from the hospital will improve outcomes.

i. Map the healthcare opioid treatment process from initial patient contact in the field to hospital discharge.

ii. Improve the medical process by bridging any gaps in communication, information, and treatment between paramedics, treating physicians, patients, and patient families.

iii. Encourage healthcare facilities to expand the number of licensed medical professionals to become certified to provide Medication Assisted Treatment (M.A.T.) and combine the treatment with psychosocial interventions.

iv. Expand emergency peer support services currently provided by AdventHealth and L.S.F. Health Systems to all hospitals in Lake County. This program has successfully reduced overdose recidivism in the emergency room by fifty-five percent (55%).

v. Require Lake E.M.S. to enter all overdose data into the High Intensity Drug Targeting Area (H.I.D.T.A.) tracking system to establish a baseline for performance measurements, identify trends, and enhance public outreach.

vi. Require opioid treatment process best practices training for all E.M.T.s and paramedics biennially.

c. **Public Information**. Discussions with Lake County's stakeholders indicates a need for information sharing among public and private groups as well as public education about available treatment options for those impacted by opioid addiction.

i. Public Meetings – Hold three public information meetings, one in north, middle, and south Lake County, to educate the citizens about available drug treatment options for themselves or their loved ones. Education will include information about types of treatment options, locations of community groups and professional treatment facilities, the Hugh O' Connor Memorial Act, the Marchman Act, as well as others.

ii. Provider Meetings – Hold annual provider meetings for those working in the justice system and healthcare system to inform the service providers about the robust resource systems in place to locate help for their clients and patients.

iii. Software – Improve the available coordinated care networks including the "Aunt Bertha" and "Unite Us" systems by adding more providers.

iv. Brochures, Flyers, and Cards – Create treatment option informational notices and distribute them to public safety personnel to hand out while on calls regarding drug abuse or overdoses as well as places, like city halls, fueling stations, and other commercial facilities in other locations frequented by the public.

4. Obligations. Lake County and the Opioid Task Force will use its best efforts to investigate, analyze, and advise on matters related to the opioid epidemic and implement strategies with the goal of abatement. Nothing in this plan creates any legal requirements or obligations of any entity. This plan does not create any requirement that money be spent towards any activity herein and no person or entity may rely upon this plan as an indication of how money may be spent.

5. **Plan Modification**. This plan may be modified by the Lake County Opioid Task Force from time to time for any reason or no reason at all according to the needs of the County.

This plan was last updated on December 21, 2021.

EXHIBIT E (COMPOSITE)

LAKE COUNTY DRUG COURT PROPOSED YEAR ONE BUDGET

	EXPENSE TYPE	UNIT DESCRIPTION	State MOU Core Strategies (Schedule A)	State MOU Approved Uses (Schedule B)	Approx. # of units or people		TOTAL COST
1	Transportation	Uber, bus passes, sober escorts etc.	E4	B1, B7	100		$ 5,000.00
2	Training and Education	Training & travel to conferences related to Drug Court Best Practices for approved team members		D3, D7, J3, K1			$ 13,000.00
3	Office Supplies & participant incentives for behavior change	Files, stationary, cards, certificates, pens, etc.		J4			$ 3,200.00
4	Administrative cost (Salary for 1 FTE Coordinator CPS1)	Pass through Lake County BOCC - salary & benefits for 1 FTE for Court Program Specialist 1 or equivalent position salary & benefits	F1	B5, D3, J3, K1	1		$ 70,000.00
		Cost of below services based on RFI					$ -
5	Treatment Services	Biopsychosocial Assessment	F1	B2, D5	50		$ 2,250.00
6	Treatment Services	Treatment Plan & Update	F1	A1, B2, B3, D5	100		$ 6,000.00
7	Treatment Services	Individual & family therapy sessions	F1	B2, B3, D5	200		$ 12,000.00
8	Treatment Services	Outpatient group	F1	B2, D5	2000		$ 50,000.00
9	Treatment Services	IOP (hourly rate)	F1	B2, D5	1000		$ 30,000.00
10	Treatment Services	Clinical case management	F1	B2, B3, D5	20		$ 400.00
11	Treatment Services	Initial Psychiatric Assessment (MAT/Meds)	B1, B4, F1	A1, B2, D5	20		$ 6,000.00
12	Treatment Services	Medication Management Follow Up	B1, B4, F1	A1, A7, B2, D5	20		$ 3,000.00
13	Treatment Services	Residential Level 2 (long term substance abuse treatment)	B4, E4, F1	A7, B2, B3	500		$ 93,200.00
14	Treatment Services	Recovery or Life skill or Criminogenic classes	F1	B2, D5	100		$ 2,000.00
15	Drug Screens	Drug testing for participants at an average of $30 per test (some variation in cost due to number of panels, confirmation, and type) random & frequent	F1	B2, D5	2000		$ 60,000.00
16	Sober Housing	Supportive housing focused on recovery	B4, E4	B1, B2, B4	500		$ 7,500.00
17	Recovery Housing	Therapeutically supervised supportive recovery driven living environment that requires random drug testing & organized supportive classes or sessions included	B4, E4	B1, B2, B4	200		$ 10,000.00
18	Peer Recovery Coaching		E2	B2, C10	100		$ 2,000.00
		TOTAL FOR COURT ADMINISTRATION					**$ 375,550.00**
		OTHER EXPENSES					$ -
19	Housing	Temporary housing or housing not related to sober living or residential treatment - will be provided through contracted service provider/managing entity	B4, E4	B1	5		$ 25,000.00
20	Attorneys	Training & other auxiliary funding related to Treatment Courts in Lake-for State Attorney& Public Defenders office ($20,000 each)		B5, J3	2	$ 20,000.00	$ 40,000.00
		TOTAL FOR ADDITIONAL LEGAL AND HOUSING SERVICES					**$ 65,000.00**
		TOTAL REQUEST					**$ 440,550.00**

SCOPE OF WORK - Services and Tasks

TASK SERVICE ID #	TASK SERVICE TITLE	DESCRIPTION/PERFORMANCE STANDARDS/FINICAL CONSEQUENCES
1*	Operating Procedures	1.1. DESCRIPTION: Work with Program Stakeholders to establish and review operational procedures and processes for revision to maximize the efficiency and growth of the program. The procedures must address, at a minimum, the topics of: 1.1.1. Staffing and scheduling 1.1.2. Participant intake process 1.1.3. Model orders and forms 1.1.4. Case file documentation 1.1.5. Database use and inputting as required 1.1.6. Referral process 1.1.7. Case progress reviews and reporting 1.1.8. Court communication 1.1.9. Liaison services 1.1.10. Consultation services
2*	Monthly Schedule	2.1 DESCRIPTION: Draft and update the monthly schedule to include when applicable and not limited to: 2.1.1. Court dockets: dates, times, locations, cases included staff assigned to attend 2.1.2. Orientation sessions: dates, times, locations participants required to attend and staff assigned to conduct the session 2.1.3. Cases scheduled for progress review and reporting 2.1.4. Orders and forms due 2.1.5. Court requests for information due 2.1.6. Consultation sessions
3*	Maintain Databases	3.1 DESCRIPTION: Maintain and update participant data utilizing the Florida Drug Court Case Management System (FLDCCMS)
4*	Dockets & Formal Meeting Attendance	4.1 DESCRIPTION: Attend Opioid Drug Court dockets
5*	Bi-Weekly Staffings	5.1 DESCRIPTION: Manager, or designee, attend Scheduled staffings, subject to change based on the presiding judge's schedule, to: 1.1.1. Discuss the upcoming docket 1.1.2. Confirm new assignments, appointments, meetings and events. 1.1.3. Review pre-trial assessment packets. 1.1.4. Review outstanding cases and assignments, especially any cases with no new activity or progress for the week.
6.	Orientation Program	6.1 DESCRIPTION: Facilitate an orientation program for each incoming participant and assure that employees are able to provide this service as well. Orientation will include, but is not limited to: 1. Purpose, rules, goals and objectives of the Veterans Court Program 2. Qualifications for admission and continued participation in the Program 3. Expectations of the participant 4. Sanctions for non-cooperation, lack of progress, and failure to meet target goals.
7.	Judicial Consultation Services	7.1DESCRIPTION: Provide consultation with the Court and Court staff on issues relating to Opioid Drug Users who are not part of the Opioid Drug Court Program
8.	Liaison Services	8.1 DESCRIPTION:

		The Manager will serve as the liaison between the Court and all third parties on all Opioid Drug Court matters, coordinating all activities through the Contract Manager.

EXHIBIT F

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR LAKE COUNTY, FLORIDA

ADMINISTRATIVE ORDER: L-2025-33

ADMINISTRATIVE ORDER ESTABLISHING THE LAKE COUNTY ADULT POST-ADJUDICATORY DRUG COURT PILOT PROJECT

WHEREAS, Florida Law affords individuals charged with certain crimes resulting from a substance abuse problem the opportunity to treat the root cause of their engagement in the criminal justice system through problem-solving court programs; and,

WHEREAS, it has been found that specialized court dockets are beneficial to manage the criminal cases of eligible individuals and to provide referral for treatment of their substance abuse problem (a/k/a substance use disorder); and,

WHEREAS, Chapter 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons assessed with a substance abuse problem to be processed in a manner to appropriately address the severity of the identified substance abuse problem through treatment services tailored to the individual needs of the participant; and,

WHEREAS, the establishment of a pilot program entitled; "Lake County Adult Post-Adjudicatory Drug Court Program" is to the benefit of the residents of Lake County, Florida; and,

WHEREAS, the Fifth Judicial Circuit currently receives funds to support the Lake County Adult Post Adjudicatory Drug Court Program and its participants; and

WHEREAS, the pilot program is designed to serve eligible defendants/offenders from post-adjudicatory felony cases in Lake County, including post-adjudicatory violation of probation cases, certain post-adjudicatory 3rd degree non-violent felony cases under Chapter 810, Florida Statutes; or any other felony offense that is not a forcible felony as defined in section 776.08, Florida Statutes; and,

WHEREAS, Offenders with sentencing scores of 60 points or fewer or Offenders with sentencing scores of 60 points or fewer who have violated community control or probation due to a positive or suspect drug screen – if the underlying offense occurred on or after July 1, 2009, may be eligible to participate; and,

WHEREAS, Chapter 397, Florida Statues, in its entirety, establishes the provision of substance misuse services within the State of Florida, and;

WHEREAS, Chapter 397.334(4), Florida Statute establishes that the treatment-based drug court programs shall include therapeutic jurisprudence principles and adhere to the 10 key components, recognized by the Drug Courts Program Office of the Office of Justice Programs of the United States Department of Justice and adopted by the Florida Supreme Court Treatment-Based Drug Court Steering Committee; and

WHEREAS, in the interest of judicial economy and for the efficient administration of justice,

IT IS HEREBY ORDERED that:

1. **The Lake County Adult Post-Adjudicatory Drug Court is created and established as a pilot program,** and shall be maintained subject to the availability of adequate funding or until such time that either a permanent program is established or the pilot program is no longer deemed judicially economical and/or efficiently administering justice.

2. **The Lake County Adult Post-Adjudicatory Drug Court** shall determine whether any potentially eligible case type and Offender from the other Circuit Criminal Division meets the criteria for the Offender to be referred to substance use disorder treatment and support.

3. **The Lake County Adult Post-Adjudicatory Drug Court** will limit participation in the program to no more than 10 participants. Additional participants may be added upon approval of the Lake County Administrative Judge.

4. Any application fee for a Defendant who applies for acceptance into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This Provision will be re-evaluated each October to ascertain the effectiveness of said waiver.

5. Any monthly participation fee for person who is accepted into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This provision will be reevaluated each October to ascertain the effectiveness of the waiver of the monthly participation fee.

6. There shall be no refunds of any assessed fees which have already been paid.

7. The policies and procedures of the **Lake County Adult Post-**

Adjudicatory Drug Court shall be set forth in the Policy & Procedure Manual and shall include court requirements, eligibility criteria and referral procedures and will follow the Florida Supreme Court Best Practice Standards.

8. If defendants' participation in the program is terminated for cause, the defendant shall be terminated from the drug court program and sentenced accordingly by the drug court judge. The unpaid balance of any assessed fee(s) may become a lien of record.

9. All hearings conducted pursuant to this administrative order shall be electronically recorded.

DONE and ORDERED in Chambers at Tavares, Lake County, Florida this 14th of November 2025.

James R. Baxley
Lake County Administrative
Judge

FUNDING AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE STATE ATTORNEY OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
FOR THE OPERATION OF THE LAKE COUNTY ADULT
POST-ADJUDICATORY DRUG COURT PROGRAM

THIS AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter "County," and William Gladson, as State Attorney of the Fifth Judicial Circuit of Florida, his successors and assigns, hereinafter "SAO," for the funding and operation of the Adult Post-Adjudicatory Drug Court, hereinafter "Opioid Drug Court," hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, the Opioid epidemic has continued to have a significant adverse impact on the State of Florida and Lake County; and

WHEREAS, almost 100 political subdivisions within the State of Florida, including Lake County, and the State of Florida itself, filed a lawsuit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids; and

WHEREAS, the lawsuit is in the settlement phase and funds have been allocated to Lake County by municipalities; and

WHEREAS, Lake County receives settlement funds that must be used for Approved Purposes and Opioid Abatement Strategies identified in State agreements and exhibits attached hereto; and

WHEREAS, the opioid settlement framework contemplates an 18-year structure for allocations and distributions under the Regional Fund sliding scale identifying Years 1-6, 7-9, 10-12, 13-15, and 16-18; and

WHEREAS, Lake County has adopted resolutions and entered into formal agreements authorizing participation in the State's unified plan for allocation and use of opioid settlement proceeds; and

WHEREAS, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter "Opioid Task Force," formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and

WHEREAS, the Florida Memorandum of Understanding, hereinafter the "Florida Plan," attached hereto as **Exhibit A**, sets forth a framework for a unified plan for the proposed allocation and use of opioid settlement proceeds; and

WHEREAS, on June 22, 2021, the Lake County Board of County Commissioners approved Resolution 2021-100, attached hereto as **Exhibit B**, authorizing Lake County to join with the State of Florida and other local governmental units as a participant in the Florida Plan and formal agreements implementing a unified plan; and

WHEREAS, on November 15, 2021, the Florida Opioid Allocation and Statewide Response Agreement was entered into between the State of Florida Department of Legal Affairs, Office of the Attorney General, and Certain Local Governments in the State of Florida, a copy of which is attached hereto as **Exhibit C**; and

WHEREAS, on December 21, 2021, the Lake County Board of County Commissioners acknowledged the establishment of the Lake County Opioid Task Force as the recommending group for the abatement of the opioid epidemic by providing relevant information and analysis on the opioid crisis within Lake County; and

WHEREAS, the Opioid Task Force has established the Lake County Opioid Abatement Plan, a copy of which is attached hereto as **Exhibit D**, for the purpose of documenting the goals for opioid abuse abatement in Lake County; and

WHEREAS, the Opioid Task Force has developed a three-pronged approach to abate the opioid epidemic in Lake County by implementing an opioid drug treatment court, focusing on medical services, and establishing a public information campaign; and

WHEREAS, Section 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons in the justice system assessed with a substance abuse disorder to be processed in a manner appropriate to address the severity of the person's identified substance abuse disorder through treatment services tailored to the individual needs of the participant; and

WHEREAS, Administrative Order L-2025-33, attached hereto as **Exhibit F**, established a pilot program, entitled, "*Lake County Post-Adjudicatory Drug Court Program,"* (hereinafter referred to as "Opioid Drug Court"), to benefit the residents of Lake County; and

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

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Effective Date and Term.** This Agreement will become effective upon the date the last Party hereto executes it. The term of this Agreement will be a one (1) year period from October 1, 2025, to September 30, 2026. Amendments to this Agreement must be in writing and executed by authorized representatives of the Parties. Upon expiration of the initial term, and thereafter upon each renewal term, this Agreement shall automatically renew for successive periods of one (1) year unless the Opioid Drug Court is rescinded, funds have been fully expended or are no longer available, or it is otherwise terminated in accordance with this Agreement.

Section 3. **County's Obligations.**

A. Annual Funding. Funding under this Agreement will be provided from Opioid Settlement Funds ("Opioid Funds") for the purpose of the Adult Post-Adjudicatory Drug Court ("Opioid Drug Court"), as approved by the Board and outlined in **Exhibit E**. Funding for the Program will be in the County's sole discretion and is subject to annual appropriation by the Lake County Board of County Commissioners ("Board") through the County's budget process each Fiscal Year (FY). The Parties recognize that the opioid settlement allocation framework spans a total of eighteen (18) years and annual appropriation amounts may differ. The Parties hereby agree that the funding arrangement provided under this Agreement is not intended to constitute a debt for the County. Nothing herein shall be construed as pledging the full faith and credit of the County, nor obligate the County to commit ad valorem revenues to fund the Opioid Drug Court.

i. **Initial Year Funding.** For FY 26, running from October 1, 2025, through September 30, 2026, the County agrees to provide funding to SAO in the amount of **Twenty Thousand Dollars and XX/100 ($20,000.00)**, as approved under the Board's approved Fiscal Year budget, in order for SAO to provide Opioid Drug Court services to the residents of Lake County, Florida.

A lump sum payment of $20,000 for FY 26 shall be paid to SAO by County within thirty (30) days of the full execution of this Agreement for support services related to the Opioid Drug Court as allowed for under the Board's approved FY 26 Opioid Drug Court budget.

iii. **Subsequent Fiscal Year Funding.** Following the annual presentation to the Board of the Opioid Drug Court's progress and proposed Budget for the upcoming Fiscal Year by the Participating Offices, as provided for in Section 4.B., the Board will determine and approve the amount of Opioid Funds to include in the County's budget for the upcoming Fiscal Year. No later than October 31st of each year, and annually by October 31st thereafter so long as the requisite funds are available, the County shall provide annual funding to SAO as a lump sum for support services related to the Opioid Drug Court as allowed for under the Board's approved Fiscal Year Opioid Drug Court budget. The Parties understand that the annual funding amount may change and that no specific amount of Opioid Funding, beyond the Initial Fiscal Year, is guaranteed to be provided under this Agreement.

iv. The payment referenced in this Agreement is sourced from opioid settlement funds provided to and disbursed by the COUNTY and is intended for the exclusive use of the SAO, and pursuant to Section 215.22(2), Florida Statutes, qualifies for an exemption from the state appropriation and service charge references in Section 215.20, Florida Statutes.

Section. 4. **State Attorney Office Obligations.**

A. SAO Obligations.

i. The SAO shall collect and review applicants ("Applicant(s)" or "Defendant(s)") for eligibility to participate in the Opioid Drug Court program.

ii. The SAO shall attend all staffing and court sessions as scheduled.

iii. Should an Applicant not successfully complete the Opioid Drug Court program, the SAO shall be responsible for continuing to prosecute the case to completion.

B. SAO Coordination Duties. The State Attorney's Office, Court Administration, and the Public Defender's Office, hereinafter referred to as "Participating Offices," acknowledge that the Program requires the cooperation and joint coordination of the Participating Offices. The Participating Offices shall cooperate with each other to effectively provide the Opioid Drug Court funded under this Agreement. Further, Participating Offices shall coordinate submission of any reports, plans, budgets, and any other documentation to the County as required under this Agreement for the Opioid Drug Court that involves the Participating Offices. Nothing herein prevents a Participating Office from submitting office-specific reports

or certifications directly to the County. Each Participating Office shall report independent of the other, but present before the Board simultaneously.

C. Annual Update. Each Fiscal Year, SAO, through the Budget Office, shall coordinate a presentation to the Board of an annual update on Opioid Drug Court activities and a proposed itemized Fiscal Year budget, for consideration no later than June 30th for the upcoming Fiscal Year. SAO and the Participating Offices shall coordinate the annual submission of the presentation and any associated documents to the Board.

D. Receipt of Funding. SAO shall receive a lump sum payment of $20,000 from the County for Opioid Drug Court support services. Funding for FY 26 shall be delayed to coincide with the start of the Opioid Drug Court. A copy of the FY 26 Opioid Drug Court Budget is attached hereto and incorporated herein as **Exhibit E**. SAO, in coordination with PDO and Court Administration, shall present and approve an annual Opioid Drug Court Budget each year as part of the annual presentation to the Board.

E. Use of Funds. SAO shall utilize the funds provided by the County for the purpose of maintaining and operating Opioid Drug Court services and programs as set forth under the Opioid Drug Court Policy & Procedure Manual, as described in **Exhibit F**, attached hereto. These services shall be made available to any individual living within Lake County who otherwise qualifies. SAO acknowledges and guarantees that opioid settlement funds received by or through the County, must be used solely for the Approved Purposes and Opioid Abatement Strategies identified in the governing settlement documents and incorporated exhibits attached hereto as **Exhibit C**. SAO shall be solely responsible for programmatic and fiscal compliance of expenditures made with Opioid Funds under this Agreement, including ensuring that expenditures are consistent with the Approved Purposes and Opioid Abatement Strategies under the Florida opioid settlement framework and the Opioid Settlement Agreement attached hereto and incorporated herein. SAO is solely responsible for ensuring that it does not expend funds in excess of the amount allotted to it.

F. Notice of Funding Needs. SAO shall advise the County in writing no later than January 1st each and every year if an increase or additional funding is needed for the next fiscal year, together with supporting documentation and an updated budget outline with numbered line items.. Any request by SAO for a budget increase shall be brought by the Budget Office before the Board for approval through the County's annual budget process. Such request shall be brought before the Board no later than June 30th for the upcoming fiscal year as outlined in Section 4.B. above.

G. Annual Report. SAO shall provide a detailed annual report of the most recent fiscal year, including all relevant supporting documentation, describing SAO's Opioid Drug Court fiscal and service information, to the Budget Office no later than June 30th each year as outlined in Section 4.B. above.

The County reserves the right to withhold or deny payment, or terminate this Agreement, if such annual report or documentation: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by SAO in any progress reporting required under this Agreement.

H. Sufficient Financial Resources. SAO accepts that payment will be made by annual funding and agrees to maintain sufficient financial resources to meet any expenses incurred throughout the Fiscal Year.

I. Confidentiality of Participant Records. SAO shall comply with state and federal laws regarding confidentiality of records related to participants in treatment-based drug court programs, including, but not limited to applicable provisions under HIPAA, Chapter 397, Florida Statutes; and 42 CFR part 2.

Section 5. Notices.

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

COUNTY
Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

SAO
The Fifth Judicial Circuit Office of the State Attorney
550 West Main Street
Tavares, Florida 32778

With a copy to:
County Attorney's Office
Post Office Box 7800
Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or another equivalent mail service provider.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by a mail service provider, the date the notice was delivered by said provider.

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

Section 6. Disputes, Default, and Termination.

A. Dispute Resolution. SAO and the County shall work together in good faith to effectuate this Agreement and resolve any disputes about their contractual relationship under this Agreement.

i. Claims by SAO must be made in writing in accordance with Section 5. above to the County within ten (10) business days from the date SAO discovers the event leading to the claim, unless another provision of this Agreement sets forth a different time frame after the commencement of the event giving rise to such claim, or otherwise SAO will be deemed to have waived the claim.

ii. SAO shall proceed diligently with its performance under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing.

iii. Claims by SAO will be resolved in the following manner: (1) Upon receiving the claim and supporting data, County will, within thirty (30) 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. SAO will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County in writing that the original claim stands as is. (2) If the claim is not resolved, the SAO may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties in writing, and each Party will pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, SAO may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iv. Claims by the County against SAO must be made in writing with supporting data to SAO within thirty (30) calendar days from the date the County discovers the event leading to the claim. SAO shall respond in writing in accordance with Section 5. above within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the County may submit the matter to mediation as set forth in (iii) above or otherwise bring an action in a court of competent jurisdiction in and for Lake County, Florida.

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

B. Termination for Convenience. This Agreement may be terminated without cause by either Party with thirty (30) days written notice of intent to terminate. Such written notice must be sent as provided in Section 5. above.

C. Should the Agreement be terminated during the Term of this Agreement for any reason, SAO shall provide the County with an accounting of all expenditures made utilizing the funds paid to SAO under this Agreement and shall submit all required reports and any other such documentation requested by the County.

D. Termination for Cause. The County may also suspend or terminate this Agreement, in whole or in part, if SAO breaches or materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.

E. Default. A default shall consist of any use of funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend funds in a timely or proper manner. Upon the occurrence of any such default the County shall serve due notice to SAO, at which time SAO shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service, or mails written notice of such default to SAO, hereinafter referred to as the "Cure Period." If the default is not cured to the satisfaction of County, County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from SAO setting forth a reasonable basis to support the need for an additional Cure Period, the County may in its sole discretion grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by SAO; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current Agreement; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, SAO shall promptly return all unused funding provided to SAO under this Agreement by County within fourteen (14) days of the date of termination by County.

F. Costs Not Allowed After Default. Costs resulting from obligations incurred by SAO during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing. Other SAO costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by SAO before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

G. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

Section 7. Recordkeeping and Audit Requirements.

A. Recordkeeping.

i. SAO shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

ii. In the event the County determines in its sole discretion that such records are not being adequately maintained by SAO, the County may terminate this Agreement in accordance with the terms herein.

iii. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. SAO will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to SAO at least three (3) business days in advance.

iv. The Parties acknowledge that statewide reporting timelines contemplate intended expenditures prior to July 1st each year to the Department of Children and Families (DCF) and require an expenditure report to be provided to DCF no later than August 31st each year, outlining expenditure reporting after fiscal year-end, and annual audit-like oversight, and agree to cooperate in providing information required to meet applicable State reporting and audit expectations. The County's Office of Management and Budget shall be responsible for coordinating and handling the mandatory reporting on behalf of the County and Participating Offices.

v. This Section shall survive the expiration or earlier termination of this Agreement.

B. Public Records. The Parties are public entities and subject to Chapter 119, Florida Statutes. Each Party acknowledges it is familiar with the rights and obligations arising from Chapter 119, Florida Statutes. To the extent that Section 119.0701, Florida Statutes, applies to SAO, it shall comply with the Florida Public Records' laws, and shall:

i. Keep and maintain public records required by the County to perform the Projects identified in this Agreement.

ii. Upon request from the County's custodian of public records, provide 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 this Agreement and following completion of this Agreement if SAO does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of SAO to keep and maintain public records required by the County to perform the services. If SAO transfers all public records to the County upon completion of this Agreement, SAO shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If SAO keeps and maintains public records upon completion of this Agreement, SAO 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.

IF SAO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY AT 352-343-9452, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT BUDGET@LAKECOUNTYFL.GOV.

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

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

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

C. Right to Audit. The County reserves the right to require SAO to submit to an audit by any auditor of the County's choosing. SAO 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. SAO shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. SAO 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.

i. If SAO provides technology services, SAO 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 SAO'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 SAO.

ii. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by SAO 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 SAO. Any adjustments or payments which must be made as a result of any such audit or inspection of SAO 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 SAO.

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

Section 8. General Provisions.

A. Independent Agent. SAO shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute SAO or any assistant, representative,

agent, employee, independent contractor, partner, affiliate, holding company, subsidiary, or subagent of SAO to be a representative, agent, subagent, or employee of the County.

i. SAO certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state, and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind, or to take any other action with respect to this insurance or taxes of SAO.

ii. In no event shall any provision of this Agreement make the County liable to any person or entity that contracts with or provides goods or services to SAO in connection with the services SAO has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against SAO. There is no contractual relationship, either express or implied, between the County and any person or entity supplying any work, labor, services, goods or materials to SAO as a result of the provision of the services provided by SAO hereunder or otherwise.

B. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any funds provided under this Agreement if SAO is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, SAO is liable for recapture of funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if SAO is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

i. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

ii. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

iii. The County's determination that an expenditure is eligible does not relieve SAO of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

iv. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant **Section 5 Notice** and this Agreement.

v. SAO has the sole responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. SAO will also immediately report all suspected fraud to the County.

C. Reversion of Assets. Within fourteen (14) days following the expiration or termination of this Agreement, SAO shall transfer to the County any funds on hand at the time of expiration or termination of this Agreement if the funds have not been expended on eligible costs.

D. Indemnification. Pursuant to Section 768.28, Florida Statutes, neither the County nor SAO waive sovereign immunity nor do the Parties agree to indemnify each other for the other Party's negligence.

E. Insurance. The Parties shall provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s). SAO accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for SAO and the participants to be served under the Opioid Drug Court. Within five (5) business days of the execution of this Agreement, SAO shall furnish to the Lake County Office of Human Resources and Risk Management, Attention: Risk Management Coordinator at P.O. Box 7800, Tavares, Florida 32778-7800, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operated under the laws of the State of Florida.

F. Sovereign Immunity. County and SAO expressly retain 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 and SAO 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 or SAO, which would otherwise be barred under the law.

G. Background Checks. The County shall conduct a criminal background check on the CPS hired to support the Opioid Drug Court who have direct contact with children, vulnerable persons, and as may otherwise be required by the Florida Department of Children and Family Services. In addition, SAO shall also conduct Level II background checks on all employees or volunteers. County and SAO shall continue to maintain compliance with background check requirements for service provider personnel throughout the term of this Agreement.

H. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

I. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

J. Further Assurances. SAO agrees to execute and deliver all such further additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.

K. Severability. Any term, condition, covenant, or obligation which requires performance by either Party after termination of this Agreement shall remain enforceable against such Party after such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid,

illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

M. Assignment. SAO shall not assign this Agreement or any part hereof without the prior written consent of the County and without amending or terminating this Agreement, as necessary.

N. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

O. Governing Law and Waiver of Jury Trial. Each Party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida as the exclusive forum and venue for any such action and each Party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed, and applied in accordance with those laws (excluding conflicts of law) of the State of Florida. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT.

P. Authorization. Each Party represents to the other that such Party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

Q. Capitalizations. Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

R. Estoppel/Waiver. A waiver of any performance or default by either Party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance. No delay or omission by County in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any SAO default.

S. Civil Rights Act. During the term of this Agreement SAO 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 SAO does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability or marital status, in any form or manner. SAO understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

T. ADA Requirements. SAO shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content,

digital platforms, and any related user interfaces or content made available to end users by SAO for use by County under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. SAO shall promptly remediate any nonconformance discovered or reported, at no additional cost to County. This duty to remediate at SAO's cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and SAO being held liable for any damages or costs incurred by County as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

Section 9. **Entire Agreement.** This document embodies the entire agreement between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement. No modification, amendment or alternation of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity with this Agreement. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A ..... Florida Plan (59 pgs.)

Exhibit B ..... Resolution No. 2021-100 (2 pgs.)

Exhibit C ..... Florida Opioid Allocation and Statewide Response Agreement (49 pgs.)

Exhibit D ..... Opioid Task Force - Lake County Opioid Abatement Plan (2 pgs.)

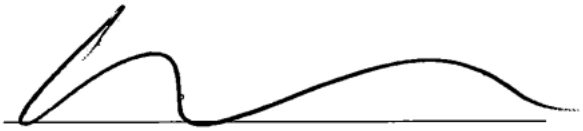
Exhibit E ..... FY 26 Opioid Drug Court (1 pg.)

Exhibit F ..... Administrative Order L-2025-33 (4 pgs.)

IN WITNESS THEREOF, the Parties have signed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by The Fifth Judicial Circuit Office of State Attorney's Office, signing by its duly authorized representative.

STATE ATTORNEY

OFFICE OF THE STATE ATTORNEY
FIFTH JUDICIAL CIRCUIT OF FLORIDA



William Gladson, State Attorney

This 13th day of April, 2026.

COUNTY

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

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

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement -** Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment -** Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund		15%
Regional Fund		35%
Scenario 1	$	130,000,000.00
City/County Fund Scenario 1	$	19,500,000.00
Regional Fund Scenario 1	$	45,500,000.00
Scenario 2	$	100,000,000.00
City/County Fund Scenario 2	$	15,000,000.00
Regional Fund Scenario 2	$	35,000,000.00
Scenario 3	$	70,000,000.00
City/County Fund Scenario 3	$	10,500,000.00
Regional Fund Scenario 3	$	24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.2410601644 49%			$ 564,682.37		$ 434,371.06		$ 304,059.74
	Alachua County		0.821689546303%	$ 160,229.46		$ 123,253.43		$ 86,277.40	
	Alachua		0.013113332457%	$ 2,557.10		$ 1,967.00		$ 1,376.90	
	Archer		0.000219705515%	$ 42.84		$ 32.96		$ 23.07	
	Gainesville		0.381597611347%	$ 74,411.53		$ 57,239.64		$ 40,067.75	
	Hawthorne		0.000270546460%	$ 52.76		$ 40.58		$ 28.41	
	High Springs		0.011987568663%	$ 2,337.58		$ 1,798.14		$ 1,258.69	
	La Crosse		0.000975056706%	$ 190.14		$ 146.26		$ 102.38	
	Micanopy		0.002113530737%	$ 412.14		$ 317.03		$ 221.92	
	Newberry		0.006102729215%	$ 1,190.03		$ 915.41		$ 640.79	
	Waldo		0.002988721299%	$ 582.80		$ 448.31		$ 313.82	
Baker		0.193173804130%			$ 87,894.08		$ 67,610.83		$ 47,327.58
	Baker County		0.169449240037%	$ 33,042.60		$ 25,417.39		$ 17,792.17	
	Glen St. Mary		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
	Macclenny		0.023628329446%	$ 4,607.52		$ 3,544.25		$ 2,480.97	
Bay		0.839656373312%			$ 382,043.65		$ 293,879.73		$ 205,715.81
	Bay County		0.508772605155%	$ 99,210.66		$ 76,315.89		$ 53,421.12	
	Callaway		0.024953825527%	$ 4,866.00		$ 3,743.07		$ 2,620.15	
	Lynn Haven		0.039205632015%	$ 7,645.10		$ 5,880.84		$ 4,116.59	
	Mexico Beach		0.005614292988%	$ 1,094.79		$ 842.14		$ 589.50	
	Panama City		0.155153855596%	$ 30,255.00		$ 23,273.08		$ 16,291.15	
	Panama City Beach		0.080897023117%	$ 15,774.92		$ 12,134.55		$ 8,494.19	
	Parker		0.008704696178%	$ 1,697.42		$ 1,305.70		$ 913.99	
	Springfield		0.016354442736%	$ 3,189.12		$ 2,453.17		$ 1,717.22	
Bradford		0.189484204081%			$ 86,215.31		$ 66,319.47		$ 46,423.63
	Bradford County		0.151424309090%	$ 29,527.74		$ 22,713.65		$ 15,899.55	
	Brooker		0.000424885045%	$ 82.85		$ 63.73		$ 44.61	
	Hampton		0.002839829959%	$ 553.77		$ 425.97		$ 298.18	
	Lawtey		0.003400896108%	$ 663.17		$ 510.13		$ 357.09	
	Starke		0.031392468132%	$ 6,121.53		$ 4,708.87		$ 3,296.21	
Brevard		3.878799180444%			$ 1,764,853.63		$ 1,357,579.71		$ 950,305.80
	Brevard County		2.323022668525%	$ 452,989.42		$ 348,453.40		$ 243,917.38	
	Cape Canaveral		0.045560750209%	$ 8,884.35		$ 6,834.11		$ 4,783.88	
	Cocoa		0.149245411423%	$ 29,102.86		$ 22,386.81		$ 15,670.77	
	Cocoa Beach		0.084363286155%	$ 16,450.84		$ 12,654.49		$ 8,858.15	
	Grant-Valkaria		0.000321387406%	$ 62.67		$ 48.21		$ 33.75	
	Indialantic		0.024136738902%	$ 4,706.66		$ 3,620.51		$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	$ 4,112.53		$ 3,163.49		$ 2,214.44	
	Malabar		0.002505732317%	$ 488.62		$ 375.86		$ 263.10	
	Melbourne		0.383104682233%	$ 74,705.41		$ 57,465.70		$ 40,225.99	
	Melbourne Beach		0.012091066302%	$ 2,357.76		$ 1,813.66		$ 1,269.56	
	Melbourne Village		0.003782203200%	$ 737.53		$ 567.33		$ 397.13	
	Palm Bay		0.404817397481%	$ 78,939.39		$ 60,722.61		$ 42,505.83	
	Palm Shores		0.000127102364%	$ 24.78		$ 19.07		$ 13.35	
	Rockledge		0.096603243798%	$ 18,837.63		$ 14,490.49		$ 10,143.34	
	Satellite Beach		0.035975416224%	$ 7,015.21		$ 5,396.31		$ 3,777.42	
	Titusville		0.240056418924%	$ 46,811.00		$ 36,008.46		$ 25,205.92	
	West Melbourne		0.051997577066%	$ 10,139.53		$ 7,799.64		$ 5,459.75	
Broward		9.057962672578%			$ 4,121,373.02		$ 3,170,286.94		$ 2,219,200.85
	Broward County		3.966403576878%	$ 773,448.70		$ 594,960.54		$ 416,472.38	
	Coconut Creek		0.101131719448%	$ 19,720.69		$ 15,169.76		$ 10,618.83	
	Cooper City		0.073935445073%	$ 14,417.41		$ 11,090.32		$ 7,763.22	
	Coral Springs		0.323406517664%	$ 63,064.27		$ 48,510.98		$ 33,957.68	
	Dania Beach		0.017807041180%	$ 3,472.37		$ 2,671.06		$ 1,869.74	
	Davie		0.266922227153%	$ 52,049.83		$ 40,038.33		$ 28,026.83	
	Deerfield Beach		0.202423224725%	$ 39,472.53		$ 30,363.48		$ 21,254.44	
	Fort Lauderdale		0.830581264531%	$ 161,963.35		$ 124,587.19		$ 87,211.03	
	Hallandale Beach		0.154950491814%	$ 30,215.35		$ 23,242.57		$ 16,269.80	
	Hillsboro Beach		0.012407006463%	$ 2,419.37		$ 1,861.05		$ 1,302.74	
	Hollywood		0.520164608456%	$ 101,432.10		$ 78,024.69		$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	$ 4,447.48		$ 3,421.14		$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	$	12,211.90		$	9,393.77		$	6,575.64	
	Lauderhill		0.144382838130%	$	28,154.65		$	21,657.43		$	15,160.20	
	Lazy Lake		0.000021788977%	$	4.25		$	3.27		$	2.29	
	Lighthouse Point		0.029131861803%	$	5,680.71		$	4,369.78		$	3,058.85	
	Margate		0.143683775129%	$	28,018.34		$	21,552.57		$	15,086.80	
	Miramar		0.279280208419%	$	54,459.64		$	41,892.03		$	29,324.42	
	North Lauderdale		0.066069624496%	$	12,883.58		$	9,910.44		$	6,937.31	
	Oakland Park		0.100430840699%	$	19,584.01		$	15,064.63		$	10,545.24	
	Ocean Breeze		0.005381877237%	$	1,049.47		$	807.28		$	565.10	
	Parkland		0.045804060448%	$	8,931.79		$	6,870.61		$	4,809.43	
	Pembroke Park		0.024597938908%	$	4,796.60		$	3,689.69		$	2,582.78	
	Pembroke Pines		0.462832363603%	$	90,252.31		$	69,424.85		$	48,597.40	
	Plantation		0.213918725664%	$	41,714.15		$	32,087.81		$	22,461.47	
	Pompano Beach		0.335472163493%	$	65,417.07		$	50,320.82		$	35,224.58	
	Sea Ranch Lakes		0.005024174870%	$	979.71		$	753.63		$	527.54	
	Southwest Ranches		0.025979723178%	$	5,066.05		$	3,896.96		$	2,727.87	
	Sunrise		0.286071106146%	$	55,783.87		$	42,910.67		$	30,037.47	
	Tamarac		0.134492458472%	$	26,226.03		$	20,173.87		$	14,121.71	
	Weston		0.138637811283%	$	27,034.37		$	20,795.67		$	14,556.97	
	West Park		0.029553115352%	$	5,762.86		$	4,432.97		$	3,103.08	
	Wilton Manors		0.031630331127%	$	6,167.91		$	4,744.55		$	3,321.18	
Calhoun		0.047127740781%				$ 21,443.12			$ 16,494.71			$ 11,546.30
	Calhoun County		0.038866087128%	$	7,578.89		$	5,829.91		$	4,080.94	
	Altha		0.000366781107%	$	71.52		$	55.02		$	38.51	
	Blountstown		0.007896688293%	$	1,539.85		$	1,184.50		$	829.15	
Charlotte		0.737346233376%				$ 335,492.54			$ 258,071.18			$ 180,649.83
	Charlotte County		0.690225755587%	$	134,594.02		$	103,533.86		$	72,473.70	
	Punta Gorda		0.047120477789%	$	9,188.49		$	7,068.07		$	4,947.65	
Citrus		0.969645776606%				$ 441,188.83			$ 339,376.02			$ 237,563.22
	Citrus County		0.929715661117%	$	181,294.55		$	139,457.35		$	97,620.14	
	Crystal River		0.021928789266%	$	4,276.11		$	3,289.32		$	2,302.52	
	Inverness		0.018001326222%	$	3,510.26		$	2,700.20		$	1,890.14	
Clay		1.193429461456%				$ 543,010.40			$ 417,700.31			$ 292,390.22
	Clay County		1.055764891131%	$	205,874.15		$	158,364.73		$	110,855.31	
	Green Cove Springs		0.057762577142%	$	11,263.70		$	8,664.39		$	6,065.07	
	Keystone Heights		0.000753535443%	$	146.94		$	113.03		$	79.12	
	Orange Park		0.078589207339%	$	15,324.90		$	11,788.38		$	8,251.87	
	Penney Farms		0.000561066149%	$	109.41		$	84.16		$	58.91	
Collier		1.551333376427%				$ 705,856.69			$ 542,966.68			$ 380,076.68
	Collier County		1.354673336030%	$	264,161.30		$	203,201.00		$	142,240.70	
	Everglades		0.000148891341%	$	29.03		$	22.33		$	15.63	
	Marco Island		0.062094952003%	$	12,108.52		$	9,314.24		$	6,519.97	
	Naples		0.134416197054%	$	26,211.16		$	20,162.43		$	14,113.70	
Columbia		0.446781150792%				$ 203,285.42			$ 156,373.40			$ 109,461.38
	Columbia County		0.341887201373%	$	66,668.00		$	51,283.08		$	35,898.16	
	Fort White		0.000236047247%	$	46.03		$	35.41		$	24.78	
	Lake City		0.104659717920%	$	20,408.64		$	15,698.96		$	10,989.27	
DeSoto		0.113640407802%				$ 51,706.39			$ 39,774.14			$ 27,841.90
	DeSoto County		0.096884684746%	$	18,892.51		$	14,532.70		$	10,172.89	
	Arcadia		0.016755723056%	$	3,267.37		$	2,513.36		$	1,759.35	
Dixie		0.103744580900%				$ 47,203.78			$ 36,310.60			$ 25,417.42
	Dixie County		0.098822087921%	$	19,270.31		$	14,823.31		$	10,376.32	
	Cross City		0.004639236282%	$	904.65		$	695.89		$	487.12	
	Horseshoe Beach		0.000281440949%	$	54.88		$	42.22		$	29.55	
Duval		5.434975156935%				$ 2,472,913.70			$ 1,902,241.30			$ 1,331,568.91
	Jacksonville		5.270570064997%	$	1,027,761.16		$	790,585.51		$	553,409.86	
	Atlantic Beach		0.038891507601%	$	7,583.84		$	5,833.73		$	4,083.61	
	Baldwin		0.002251527589%	$	439.05		$	337.73		$	236.41	
	Jacksonville Beach		0.100447182431%	$	19,587.20		$	15,067.08		$	10,546.95	
	Neptune Beach		0.022814874318%	$	4,448.90		$	3,422.23		$	2,395.56	
Escambia		1.341634449244%				$ 610,443.67			$ 469,572.06			$ 328,700.44
	Escambia County		1.005860871574%	$	196,142.87		$	150,879.13		$	105,615.39	
	Century		0.005136751249%	$	1,001.67		$	770.51		$	539.36	
	Pensacola		0.330636826421%	$	64,474.18		$	49,595.52		$	34,716.87	
Flagler		0.389864712244%				$ 177,388.44			$ 136,452.65			$ 95,516.85
	Flagler Counry		0.279755934409%	$	54,552.41		$	41,963.39		$	29,374.37	
	Beverly Beach		0.000154338585%	$	30.10		$	23.15		$	16.21	
	Bunnell		0.009501809575%	$	1,852.85		$	1,425.27		$	997.69	
	Flagler Beach		0.015482883669%	$	3,019.16		$	2,322.43		$	1,625.70	
	Marineland		0.000114392127%	$	22.31		$	17.16		$	12.01	
	Palm Coast		0.084857169626%	$	16,547.15		$	12,728.58		$	8,910.00	
Franklin		0.049911282550%				$ 22,709.63			$ 17,468.95			$ 12,228.26
	Franklin County		0.046254365966%	$	9,019.60		$	6,938.15		$	4,856.71	
	Apalachicola		0.001768538606%	$	344.87		$	265.28		$	185.70	
	Carabelle		0.001888377978%	$	368.23		$	283.26		$	198.28	
Gadsden		0.123656074077%				$ 56,263.51			$ 43,279.63			$ 30,295.74
	Gadsden County		0.090211810642%	$	17,591.30		$	13,531.77		$	9,472.24	

	Chattahoochee		0.004181667772%	$ 815.43		$ 627.25		$ 439.08			
	Greensboro		0.000492067723%	$ 95.95		$ 73.81		$ 51.67			
	Gretna		0.002240633101%	$ 436.92		$ 336.09		$ 235.27			
	Havana		0.005459954403%	$ 1,064.69		$ 818.99		$ 573.30			
	Midway		0.001202025213%	$ 234.39		$ 180.30		$ 126.21			
	Quincy		0.019867915223%	$ 3,874.24		$ 2,980.19		$ 2,086.13			
Gilchrist		0.0643337693555%			$ 29,271.87		$ 22,516.82		$ 15,761.77		
	Gilchrist County		0.061274233881%	$ 11,948.48		$ 9,191.14		$ 6,433.79			
	Bell		0.000099866143%	$ 19.47		$ 14.98		$ 10.49			
	Fanning Springs		0.000388570084%	$ 75.77		$ 58.29		$ 40.80			
	Trenton		0.002571099247%	$ 501.36		$ 385.66		$ 269.97			
Glades		0.0406128367585%			$ 18,478.84		$ 14,214.49		$ 9,950.15		
	Glades County		0.040420367464%	$ 7,881.97		$ 6,063.06		$ 4,244.14			
	Moore Haven		0.000192469294%	$ 37.53		$ 28.87		$ 20.21			
Gulf		0.059914238588%			$ 27,260.98		$ 20,969.98		$ 14,678.99		
	Gulf County		0.054715751905%	$ 10,669.57		$ 8,207.36		$ 5,745.15			
	Port St. Joe		0.004817179591%	$ 939.35		$ 722.58		$ 505.80			
	Wewahitchka		0.000381307092%	$ 74.35		$ 57.20		$ 40.04			
Hamilton		0.047941195910%			$ 21,813.24		$ 16,779.42		$ 11,745.59		
	Hamilton County		0.038817061931%	$ 7,569.33		$ 5,822.56		$ 4,075.79			
	Jasper		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Jennings		0.002623755940%	$ 511.63		$ 393.56		$ 275.49			
	White Springs		0.001630541754%	$ 317.96		$ 244.58		$ 171.21			
Hardee		0.0671100481329%			$ 30,535.07		$ 23,488.52		$ 16,441.96		
	Hardee County		0.058100306280%	$ 11,329.56		$ 8,715.05		$ 6,100.53			
	Bowling Green		0.001797590575%	$ 350.53		$ 269.64		$ 188.75			
	Wauchula		0.006667426860%	$ 1,300.15		$ 1,000.11		$ 700.08			
	Zolfo Springs		0.000544724417%	$ 106.22		$ 81.71		$ 57.20			
Hendry		0.144460915297%			$ 65,729.72		$ 50,561.32		$ 35,392.92		
	Hendry County		0.122147187443%	$ 23,818.70		$ 18,322.08		$ 12,825.45			
	Clewiston		0.017589151414%	$ 3,429.88		$ 2,638.37		$ 1,846.86			
	LaBelle		0.004724576440%	$ 921.29		$ 708.69		$ 496.08			
Hernando		1.5100759491100%			$ 687,084.56		$ 528,526.58		$ 369,968.61		
	Hernando County		1.447521612849%	$ 282,266.71		$ 217,128.24		$ 151,989.77			
	Brooksville		0.061319627583%	$ 11,957.33		$ 9,197.94		$ 6,438.56			
	Weeki Wachee		0.001234708678%	$ 240.77		$ 185.21		$ 129.64			
Highlands		0.3571885102370%			$ 162,520.77		$ 125,015.98		$ 87,511.19		
	Highlands County		0.287621754986%	$ 56,086.24		$ 43,143.26		$ 30,200.28			
	Avon Park		0.025829016090%	$ 5,036.66		$ 3,874.35		$ 2,712.05			
	Lake Placid		0.005565267790%	$ 1,085.23		$ 834.79		$ 584.35			
	Sebring		0.038172471371%	$ 7,443.63		$ 5,725.87		$ 4,008.11			
Hillsborough		8.7109841136570%			$ 3,963,497.77		$ 3,048,844.44		$ 2,134,191.11		
	Hillsborough County		6.523111204400%	$ 1,272,006.68		$ 978,466.68		$ 684,926.68			
	Plant City		0.104218491142%	$ 20,322.61		$ 15,632.77		$ 10,942.94			
	Tampa		1.975671881253%	$ 385,256.02		$ 296,350.78		$ 207,445.55			
	Temple Terrace		0.107980721113%	$ 21,056.24		$ 16,197.11		$ 11,337.98			
Holmes		0.0816124278510%			$ 37,133.65		$ 28,564.35		$ 19,995.04		
	Holmes County		0.066805002459%	$ 13,026.98		$ 10,020.75		$ 7,014.53			
	Bonifay		0.006898026863%	$ 1,345.12		$ 1,034.70		$ 724.29			
	Esto		0.006269778036%	$ 1,222.61		$ 940.47		$ 658.33			
	Noma		0.001278286631%	$ 249.27		$ 191.74		$ 134.22			
	Ponce de Leon		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
	Westville		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
Indian River		0.7530760587810%			$ 342,649.61		$ 263,576.62		$ 184,503.63		
	Indian River County		0.623571460217%	$ 121,596.43		$ 93,535.72		$ 65,475.00			
	Fellsmere		0.004917045734%	$ 958.82		$ 737.56		$ 516.29			
	Indian River shores		0.025322422382%	$ 4,937.87		$ 3,798.36		$ 2,658.85			
	Orchid		0.000306861421%	$ 59.84		$ 46.03		$ 32.22			
	Sebastian		0.038315915467%	$ 7,471.60		$ 5,747.39		$ 4,023.17			
	Vero Beach		0.060642353558%	$ 11,825.26		$ 9,096.35		$ 6,367.45			
Jackson		0.158936058795%			$ 72,315.91		$ 55,627.62		$ 38,939.33		
	Jackson County		0.075213731704%	$ 14,666.68		$ 11,282.06		$ 7,897.44			
	Alford		0.000303229925%	$ 59.13		$ 45.48		$ 31.84			
	Bascom		0.000061735434%	$ 12.04		$ 9.26		$ 6.48			
	Campbellton		0.001648699234%	$ 321.50		$ 247.30		$ 173.11			
	Cottondale		0.001093080329%	$ 213.15		$ 163.96		$ 114.77			
	Graceville		0.002794436257%	$ 544.92		$ 419.17		$ 293.42			
	Grandridge		0.000030867717%	$ 6.02		$ 4.63		$ 3.24			
	Greenwood		0.001292812616%	$ 252.10		$ 193.92		$ 135.75			
	Jacob City		0.000481173235%	$ 93.83		$ 72.18		$ 50.52			
	Malone		0.000092603151%	$ 18.06		$ 13.89		$ 9.72			
	Marianna		0.073519638768%	$ 14,336.33		$ 11,027.95		$ 7,719.56			
	Sneads		0.002404050426%	$ 468.79		$ 360.61		$ 252.43			
Jefferson		0.040821647784%			$ 18,573.85		$ 14,287.58		$ 10,001.30		
	Jefferson County		0.037584169001%	$ 7,328.91		$ 5,637.63		$ 3,946.34			
	Monticello		0.003237478783%	$ 631.31		$ 485.62		$ 339.94			
Lafayette		0.031911772076%			$ 14,519.86		$ 11,169.12		$ 7,818.38		

	Lafayette County		0.031555885457%	$ 6,153.40		$ 4,733.38		$ 3,313.37	
	Mayo		0.000355886619%	$ 69.40		$ 53.38		$ 37.37	
Lake		1.139211224519%			$ 518,341.11		$ 398,723.93		$ 279,106.75
	Lake County		0.757453827343%	$ 147,703.50		$ 113,618.07		$ 79,532.65	
	Astatula		0.002727253579%	$ 531.81		$ 409.09		$ 286.36	
	Clermont		0.075909163209%	$ 14,802.29		$ 11,386.37		$ 7,970.46	
	Eustis		0.041929254098%	$ 8,176.20		$ 6,289.39		$ 4,402.57	
	Fruitland Park		0.008381493024%	$ 1,634.39		$ 1,257.22		$ 880.06	
	Groveland		0.026154034992%	$ 5,100.04		$ 3,923.11		$ 2,746.17	
	Howey-In-The-Hills		0.002981458307%	$ 581.38		$ 447.22		$ 313.05	
	Lady Lake		0.025048244426%	$ 4,884.41		$ 3,757.24		$ 2,630.07	
	Leesburg		0.091339390185%	$ 17,811.18		$ 13,700.91		$ 9,590.64	
	Mascotte		0.011415608025%	$ 2,226.04		$ 1,712.34		$ 1,198.64	
	Minneola		0.016058475803%	$ 3,131.40		$ 2,408.77		$ 1,686.14	
	Montverde		0.001347285057%	$ 262.72		$ 202.09		$ 141.46	
	Mount Dora		0.041021380070%	$ 7,999.17		$ 6,153.21		$ 4,307.24	
	Tavares		0.031820984673%	$ 6,205.09		$ 4,773.15		$ 3,341.20	
	Umatilla		0.005623371728%	$ 1,096.56		$ 843.51		$ 590.45	
Lee		3.325371883359%			$ 1,513,044.21		$ 1,163,880.16		$ 814,716.11
	Lee County		2.115268407509%	$ 412,477.34		$ 317,290.26		$ 222,103.18	
	Bonita Springs		0.017374893143%	$ 3,388.10		$ 2,606.23		$ 1,824.36	
	Cape Coral		0.714429677167%	$ 139,313.79		$ 107,164.45		$ 75,015.12	
	Estero		0.012080171813%	$ 2,355.63		$ 1,812.03		$ 1,268.42	
	Fort Myers		0.431100350585%	$ 84,064.57		$ 64,665.05		$ 45,265.54	
	Fort Myers Beach		0.000522935440%	$ 101.97		$ 78.44		$ 54.91	
	Sanibel		0.034595447702%	$ 6,746.11		$ 5,189.32		$ 3,632.52	
Leon		0.897199244939%			$ 408,225.66		$ 314,019.74		$ 219,813.82
	Leon County		0.471201146391%	$ 91,884.22		$ 70,680.17		$ 49,476.12	
	Tallahassee		0.425998098549%	$ 83,069.63		$ 63,899.71		$ 44,729.80	
Levy		0.251192401748%			$ 114,292.54		$ 87,917.34		$ 61,542.14
	Levy County		0.200131750679%	$ 39,025.69		$ 30,019.76		$ 21,013.83	
	Bronson		0.005701448894%	$ 1,111.78		$ 855.22		$ 598.65	
	Cedar Key		0.005180329202%	$ 1,010.16		$ 777.05		$ 543.93	
	Chiefland		0.015326729337%	$ 2,988.71		$ 2,299.01		$ 1,609.31	
	Fanning Springs		0.000808007885%	$ 157.56		$ 121.20		$ 84.84	
	Inglis		0.004976965420%	$ 970.51		$ 746.54		$ 522.58	
	Otter Creek		0.000408543312%	$ 79.67		$ 61.28		$ 42.90	
	Williston		0.017774357715%	$ 3,466.00		$ 2,666.15		$ 1,866.31	
	Yankeetown		0.000884269303%	$ 172.43		$ 132.64		$ 92.85	
Liberty		0.019399452225%			$ 8,826.75		$ 6,789.81		$ 4,752.87
	Liberty County		0.019303217578%	$ 3,764.13		$ 2,895.48		$ 2,026.84	
	Bristol		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
Madison		0.063540287455%			$ 28,910.83		$ 22,239.10		$ 15,567.37
	Madison County		0.053145129837%	$ 10,363.30		$ 7,971.77		$ 5,580.24	
	Greenville		0.000110760631%	$ 21.60		$ 16.61		$ 11.63	
	Lee		0.000019973229%	$ 3.89		$ 3.00		$ 2.10	
	Madison		0.010264423758%	$ 2,001.56		$ 1,539.66		$ 1,077.76	
Manatee		2.721323346235%			$ 1,238,202.12		$ 952,463.17		$ 666,724.22
	Manatee County		2.201647174006%	$ 429,321.20		$ 330,247.08		$ 231,172.95	
	Anna Maria		0.009930326116%	$ 1,936.41		$ 1,489.55		$ 1,042.68	
	Bradenton		0.379930754632%	$ 74,086.50		$ 56,989.61		$ 39,892.73	
	Bradenton Beach		0.014012127744%	$ 2,732.36		$ 2,101.82		$ 1,471.27	
	Holmes Beach		0.028038781473%	$ 5,467.56		$ 4,205.82		$ 2,944.07	
	Longboat Key		0.034895046131%	$ 6,804.53		$ 5,234.26		$ 3,663.98	
	Palmetto		0.052869136132%	$ 10,309.48		$ 7,930.37		$ 5,551.26	
Marion		1.701176168960%			$ 774,035.16		$ 595,411.66		$ 416,788.16
	Marion County		1.303728892837%	$ 254,227.13		$ 195,559.33		$ 136,891.53	
	Belleview		0.009799592256%	$ 1,910.92		$ 1,469.94		$ 1,028.96	
	Dunnellon		0.018400790795%	$ 3,588.15		$ 2,760.12		$ 1,932.08	
	McIntosh		0.000145259844%	$ 28.33		$ 21.79		$ 15.25	
	Ocala		0.368994504094%	$ 71,953.93		$ 55,349.18		$ 38,744.42	
	Reddick		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
Martin		0.869487298116%			$ 395,616.72		$ 304,320.55		$ 213,024.39
	Martin County		0.750762795758%	$ 146,398.75		$ 112,614.42		$ 78,830.09	
	Jupiter Island		0.020873839646%	$ 4,070.40		$ 3,131.08		$ 2,191.75	
	Ocean Breeze Park		0.008270732393%	$ 1,612.79		$ 1,240.61		$ 868.43	
	Sewall's Point		0.008356072551%	$ 1,629.43		$ 1,253.41		$ 877.39	
	Stuart		0.081223857767%	$ 15,838.65		$ 12,183.58		$ 8,528.51	
Miami-Dade		5.232119784173%			$ 2,380,614.50		$ 1,831,241.92		$ 1,281,869.35
	Miami-Dade County		4.282797675552%	$ 835,145.55		$ 642,419.65		$ 449,693.76	
	Aventura		0.024619727885%	$ 4,800.85		$ 3,692.96		$ 2,585.07	
	Bal Harbour		0.010041086747%	$ 1,958.01		$ 1,506.16		$ 1,054.31	
	Bay Harbor Islands		0.004272455175%	$ 833.13		$ 640.87		$ 448.61	
	Biscayne Park		0.001134842535%	$ 221.29		$ 170.23		$ 119.16	
	Coral Gables		0.071780152131%	$ 13,997.13		$ 10,767.02		$ 7,536.92	
	Cutler Bay		0.009414653668%	$ 1,835.86		$ 1,412.20		$ 988.54	
	Doral		0.013977628531%	$ 2,725.64		$ 2,096.64		$ 1,467.65	

	El Portal		0.000924215760%	$ 180.22		$ 138.63		$ 97.04			
	Florida City		0.003929278792%	$ 766.21		$ 589.39		$ 412.57			
	Golden Beach		0.002847092951%	$ 555.18		$ 427.06		$ 298.94			
	Hialeah		0.098015895785%	$ 19,113.10		$ 14,702.38		$ 10,291.67			
	Hialeah Gardens		0.005452691411%	$ 1,063.27		$ 817.90		$ 572.53			
	Homestead		0.024935668046%	$ 4,862.46		$ 3,740.35		$ 2,618.25			
	Indian Creek		0.002543863026%	$ 496.05		$ 381.58		$ 267.11			
	Key Biscayne		0.013683477346%	$ 2,668.28		$ 2,052.52		$ 1,436.77			
	Medley		0.008748274131%	$ 1,705.91		$ 1,312.24		$ 918.57			
	Miami		0.292793005448%	$ 57,094.64		$ 43,918.95		$ 30,743.27			
	Miami Beach		0.181409572478%	$ 35,374.87		$ 27,211.44		$ 19,048.01			
	Miami Gardens		0.040683650932%	$ 7,933.31		$ 6,102.55		$ 4,271.78			
	Miami Lakes		0.007836768608%	$ 1,528.17		$ 1,175.52		$ 822.86			
	Miami Shores		0.006287935516%	$ 1,226.15		$ 943.19		$ 660.23			
	Miami Springs		0.006169911893%	$ 1,203.13		$ 925.49		$ 647.84			
	North Bay Village		0.005160355974%	$ 1,006.27		$ 774.05		$ 541.84			
	North Miami		0.030379280717%	$ 5,923.96		$ 4,556.89		$ 3,189.82			
	North Miami Beach		0.030391990953%	$ 5,926.44		$ 4,558.80		$ 3,191.16			
	Opa-locka		0.007847663096%	$ 1,530.29		$ 1,177.15		$ 824.00			
	Palmetto Bay		0.007404620570%	$ 1,443.90		$ 1,110.69		$ 777.49			
	Pinecrest		0.008296152866%	$ 1,617.75		$ 1,244.42		$ 871.10			
	South Miami		0.007833137111%	$ 1,527.46		$ 1,174.97		$ 822.48			
	Sunny Isles Beach		0.007693324511%	$ 1,500.20		$ 1,154.00		$ 807.80			
	Surfside		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Sweetwater		0.004116300842%	$ 802.68		$ 617.45		$ 432.21			
	Virginia Gardens		0.001172973244%	$ 228.73		$ 175.95		$ 123.16			
	West Miami		0.002654623657%	$ 517.65		$ 398.19		$ 278.74			
Monroe		0.476388738585%			$ 216,756.88		$ 166,736.06		$ 116,715.24		
	Monroe County		0.330124785469%	$ 64,374.33		$ 49,518.72		$ 34,663.10			
	Islamorada		0.022357305808%	$ 4,359.67		$ 3,353.60		$ 2,347.52			
	Key Colony Beach		0.004751812661%	$ 926.60		$ 712.77		$ 498.94			
	Key West		0.088087385417%	$ 17,177.04		$ 13,213.11		$ 9,249.18			
	Layton		0.000150707089%	$ 29.39		$ 22.61		$ 15.82			
	Marathon		0.030916742141%	$ 6,028.76		$ 4,637.51		$ 3,246.26			
Nassau		0.476933463002%			$ 217,004.73		$ 166,926.71		$ 116,848.70		
	Nassau County		0.392706357951%	$ 76,577.74		$ 58,905.95		$ 41,234.17			
	Callahan		0.000225152759%	$ 43.90		$ 33.77		$ 23.64			
	Fernandina Beach		0.083159445195%	$ 16,216.09		$ 12,473.92		$ 8,731.74			
	Hillard		0.000842507098%	$ 164.29		$ 126.38		$ 88.46			
Okaloosa		0.819212865955%			$ 372,741.85		$ 286,724.50		$ 200,707.15		
	Okaloosa County		0.612059617545%	$ 119,351.63		$ 91,808.94		$ 64,266.26			
	Cinco Bayou		0.000733562214%	$ 143.04		$ 110.03		$ 77.02			
	Crestview		0.070440130066%	$ 13,735.83		$ 10,566.02		$ 7,396.21			
	Destin		0.014678507281%	$ 2,862.31		$ 2,201.78		$ 1,541.24			
	Fort Walton Beach		0.077837487644%	$ 15,178.31		$ 11,675.62		$ 8,172.94			
	Laurel Hill		0.000079892914%	$ 15.58		$ 11.98		$ 8.39			
	Mary Esther		0.009356549730%	$ 1,824.53		$ 1,403.48		$ 982.44			
	Niceville		0.021745398713%	$ 4,240.35		$ 3,261.81		$ 2,283.27			
	Shalimar		0.001824826796%	$ 355.84		$ 273.72		$ 191.61			
	Valparaiso		0.010456893052%	$ 2,039.09		$ 1,568.53		$ 1,097.97			
Okeechobee		0.353495278692%			$ 160,840.35		$ 123,723.35		$ 86,606.34		
	Okeechobee County		0.314543851405%	$ 61,336.05		$ 47,181.58		$ 33,027.10			
	Okeechobee		0.038951427287%	$ 7,595.53		$ 5,842.71		$ 4,089.90			
Orange		4.671028214546%			$ 2,125,317.84		$ 1,634,859.88		$ 1,144,401.91		
	Orange County		3.063330386979%	$ 597,349.43		$ 459,499.56		$ 321,649.69			
	Apopka		0.097215150892%	$ 18,956.95		$ 14,582.27		$ 10,207.59			
	Bay Lake		0.023566594013%	$ 4,595.49		$ 3,534.99		$ 2,474.49			
	Belle Isle		0.010798253686%	$ 2,105.66		$ 1,619.74		$ 1,133.82			
	Eatonville		0.008325204835%	$ 1,623.41		$ 1,248.78		$ 874.15			
	Edgewood		0.009716067845%	$ 1,894.63		$ 1,457.41		$ 1,020.19			
	Lake Buena Vista		0.010355211161%	$ 2,019.27		$ 1,553.28		$ 1,087.30			
	Maitland		0.046728276209%	$ 9,112.01		$ 7,009.24		$ 4,906.47			
	Oakland		0.005429086686%	$ 1,058.67		$ 814.36		$ 570.05			
	Ocoee		0.066599822928%	$ 12,986.97		$ 9,989.97		$ 6,992.98			
	Orlando		1.160248481490%	$ 226,248.45		$ 174,037.27		$ 121,826.09			
	Windemere		0.007548064667%	$ 1,471.87		$ 1,132.21		$ 792.55			
	Winter Garden		0.056264584996%	$ 10,971.59		$ 8,439.69		$ 5,907.78			
	Winter Park		0.104903028159%	$ 20,456.09		$ 15,735.45		$ 11,014.82			
Osceola		1.073452092940%			$ 488,420.70		$ 375,708.23		$ 262,995.76		
	Osceola County		0.837248691390%	$ 163,263.49		$ 125,587.30		$ 87,911.11			
	Kissimmee		0.162366006872%	$ 31,661.37		$ 24,354.90		$ 17,048.43			
	St. Cloud		0.073837394678%	$ 14,398.29		$ 11,075.61		$ 7,752.93			
Palm Beach		8.601594372053%			$ 3,913,725.44		$ 3,010,558.03		$ 2,107,390.62		
	Palm Beach County		5.552548475026%	$ 1,082,746.95		$ 832,882.27		$ 583,017.59			
	Atlantis		0.018751230169%	$ 3,656.49		$ 2,812.68		$ 1,968.88			
	Belle Glade		0.020828445945%	$ 4,061.55		$ 3,124.27		$ 2,186.99			
	Boca Raton		0.472069073961%	$ 92,053.47		$ 70,810.36		$ 49,567.25			

	Boynton Beach		0.306498271771%	$ 59,767.16		$ 45,974.74		$ 32,182.32			
	Briny Breezes		0.003257452012%	$ 635.20		$ 488.62		$ 342.03			
	Cloud Lake		0.000188837798%	$ 36.82		$ 28.33		$ 19.83			
	Delray Beach		0.351846579457%	$ 68,610.08		$ 52,776.99		$ 36,943.89			
	Glen Ridge		0.000052656694%	$ 10.27		$ 7.90		$ 5.53			
	Golf		0.004283349663%	$ 835.25		$ 642.50		$ 449.75			
	Greenacres		0.076424835657%	$ 14,902.84		$ 11,463.73		$ 8,024.61			
	Gulf Stream		0.010671151322%	$ 2,080.87		$ 1,600.67		$ 1,120.47			
	Haverhill		0.001084001589%	$ 211.38		$ 162.60		$ 113.82			
	Highland Beach		0.032510968934%	$ 6,339.64		$ 4,876.65		$ 3,413.65			
	Hypoluxo		0.005153092982%	$ 1,004.85		$ 772.96		$ 541.07			
	Juno Beach		0.016757538804%	$ 3,267.72		$ 2,513.63		$ 1,759.54			
	Jupiter Island		0.125466374888%	$ 24,465.94		$ 18,819.96		$ 13,173.97			
	Jupiter Inlet Colony		0.005276563849%	$ 1,028.93		$ 791.48		$ 554.04			
	Lake Clarke Shores		0.007560774903%	$ 1,474.35		$ 1,134.12		$ 793.88			
	Lake Park		0.029433275980%	$ 5,739.49		$ 4,414.99		$ 3,090.49			
	Lake Worth		0.117146617298%	$ 22,843.59		$ 17,571.99		$ 12,300.39			
	Lantana		0.024507151505%	$ 4,778.89		$ 3,676.07		$ 2,573.25			
	Loxahatchee Groves		0.002531152789%	$ 493.57		$ 379.67		$ 265.77			
	Manalapan		0.021632822333%	$ 4,218.40		$ 3,244.92		$ 2,271.45			
	Mangonia Park		0.010696571795%	$ 2,085.83		$ 1,604.49		$ 1,123.14			
	North Palm Beach		0.044349646256%	$ 8,648.18		$ 6,652.45		$ 4,656.71			
	Ocean Ridge		0.012786497807%	$ 2,493.37		$ 1,917.97		$ 1,342.58			
	Pahokee		0.004018250447%	$ 783.56		$ 602.74		$ 421.92			
	Palm Beach		0.185476848123%	$ 36,167.99		$ 27,821.53		$ 19,475.07			
	Palm Beach Gardens		0.233675880257%	$ 45,566.80		$ 35,051.38		$ 24,535.97			
	Palm Beach Shores		0.014135598612%	$ 2,756.44		$ 2,120.34		$ 1,484.24			
	Palm Springs		0.038021764282%	$ 7,414.24		$ 5,703.26		$ 3,992.29			
	Riviera Beach		0.163617057282%	$ 31,905.33		$ 24,542.56		$ 17,179.79			
	Royal Palm Beach		0.049295743959%	$ 9,612.67		$ 7,394.36		$ 5,176.05			
	South Bay		0.001830274040%	$ 356.90		$ 274.54		$ 192.18			
	South Palm Beach		0.005866681967%	$ 1,144.00		$ 880.00		$ 616.00			
	Tequesta		0.031893614595%	$ 6,219.25		$ 4,784.04		$ 3,348.83			
	Wellington		0.050183644758%	$ 9,785.81		$ 7,527.55		$ 5,269.28			
	West Palm Beach		0.549265602541%	$ 107,106.79		$ 82,389.84		$ 57,672.89			
Pasco		4.692087260494%			$ 2,134,899.70		$ 1,642,230.54		$ 1,149,561.38		
	Pasco County		4.319205239813%	$ 842,245.02		$ 647,880.79		$ 453,516.55			
	Dade City		0.055819726723%	$ 10,884.85		$ 8,372.96		$ 5,861.07			
	New Port Richey		0.149879107494%	$ 29,226.43		$ 22,481.87		$ 15,737.31			
	Port Richey		0.049529975458%	$ 9,658.35		$ 7,429.50		$ 5,200.65			
	San Antonio		0.002189792155%	$ 427.01		$ 328.47		$ 229.93			
	St. Leo		0.002790804761%	$ 544.21		$ 418.62		$ 293.03			
	Zephyrhills		0.112672614089%	$ 21,971.16		$ 16,900.89		$ 11,830.62			
Pinellas		7.934889816777%			$ 3,610,374.87		$ 2,777,211.44		$ 1,944,048.01		
	Pinellas County		4.546593184553%	$ 886,585.67		$ 681,988.98		$ 477,392.28			
	Belleair		0.018095745121%	$ 3,528.67		$ 2,714.36		$ 1,900.05			
	Belleair Beach		0.004261560686%	$ 831.00		$ 639.23		$ 447.46			
	Belleair Bluffs		0.007502670965%	$ 1,463.02		$ 1,125.40		$ 787.78			
	Belleair Shore		0.000439411029%	$ 85.69		$ 65.91		$ 46.14			
	Clearwater		0.633863120196%	$ 123,603.31		$ 95,079.47		$ 66,555.63			
	Dunedin		0.102440873796%	$ 19,975.97		$ 15,366.13		$ 10,756.29			
	Gulfport		0.047893986460%	$ 9,339.33		$ 7,184.10		$ 5,028.87			
	Indian Rocks Beach		0.008953453662%	$ 1,745.92		$ 1,343.02		$ 940.11			
	Indian Shores		0.011323004874%	$ 2,207.99		$ 1,698.45		$ 1,188.92			
	Kenneth City		0.017454786058%	$ 3,403.68		$ 2,618.22		$ 1,832.75			
	Largo		0.374192990777%	$ 72,967.63		$ 56,128.95		$ 39,290.26			
	Madeira Beach		0.022616957779%	$ 4,410.31		$ 3,392.54		$ 2,374.78			
	North Reddington Beach		0.003820333909%	$ 744.97		$ 573.05		$ 401.14			
	Oldsmar		0.039421706033%	$ 7,687.23		$ 5,913.26		$ 4,139.28			
	Pinellas Park		0.251666311991%	$ 49,074.93		$ 37,749.95		$ 26,424.96			
	Redington Beach		0.003611522882%	$ 704.25		$ 541.73		$ 379.21			
	Redington Shores		0.006451352841%	$ 1,258.01		$ 967.70		$ 677.39			
	Safety Harbor		0.038061710740%	$ 7,422.03		$ 5,709.26		$ 3,996.48			
	Seminole		0.095248695748%	$ 18,573.50		$ 14,287.30		$ 10,001.11			
	South Pasadena		0.029968921656%	$ 5,843.94		$ 4,495.34		$ 3,146.74			
	St. Pete Beach		0.071791046619%	$ 13,999.25		$ 10,768.66		$ 7,538.06			
	St. Petersburg		1.456593090134%	$ 284,035.65		$ 218,488.96		$ 152,942.27			
	Tarpon Springs		0.101970595050%	$ 19,884.27		$ 15,295.59		$ 10,706.91			
	Treasure Island		0.040652783215%	$ 7,927.29		$ 6,097.92		$ 4,268.54			
Polk		2.150483025298%			$ 978,469.78		$ 752,669.06		$ 526,868.34		
	Polk County		1.558049828484%	$ 303,819.72		$ 233,707.47		$ 163,595.23			
	Auburndale		0.028636162584%	$ 5,584.05		$ 4,295.42		$ 3,006.80			
	Bartow		0.043971970660%	$ 8,574.53		$ 6,595.80		$ 4,617.06			
	Davenport		0.005305615818%	$ 1,034.60		$ 795.84		$ 557.09			
	Dundee		0.005597951255%	$ 1,091.60		$ 839.69		$ 587.78			
	Eagle Lake		0.002580177987%	$ 503.13		$ 387.03		$ 270.92			
	Fort Meade		0.007702403251%	$ 1,501.97		$ 1,155.36		$ 808.75			

	Frostproof		0.0058576032227%	$	1,142.23			$	878.64			$	615.05	
	Haines City		0.0479847738634%	$	9,357.03			$	7,197.72			$	5,038.40	
	Highland Park		0.0000635551182%	$	12.39			$	9.53			$	6.67	
	Hillcrest Heights		0.0000054472444%	$	1.06			$	0.82			$	0.57	
	Lake Alfred		0.0074899607294%	$	1,460.54			$	1,123.49			$	786.45	
	Lake Hamilton		0.0025402315304%	$	495.35			$	381.03			$	266.72	
	Lakeland		0.2948756684684%	$	57,500.76			$	44,231.35			$	30,961.95	
	Lake Wales		0.0362931721344%	$	7,077.17			$	5,443.98			$	3,810.78	
	Mulberry		0.0054145607024%	$	1,055.84			$	812.18			$	568.53	
	Polk City		0.0010803700939%	$	210.67			$	162.06			$	113.44	
	Winter Haven		0.0970335760874%	$	18,921.55			$	14,555.04			$	10,188.53	
Putnam		0.3848931940684%				$	175,126.40			$	134,712.62			$	94,298.83
	Putnam County		0.3292259901824%	$	64,199.07			$	49,383.90			$	34,568.73	
	Crescent City		0.0055616362944%	$	1,084.52			$	834.25			$	583.97	
	Interlachen		0.0018774834894%	$	366.11			$	281.62			$	197.14	
	Palatka		0.0469552447164%	$	9,156.27			$	7,043.29			$	4,930.30	
	Pomona Park		0.0003794913444%	$	74.00			$	56.92			$	39.85	
	Welaka		0.0008933480434%	$	174.20			$	134.00			$	93.80	
Santa Rosa		0.7012673195134%				$	319,076.63			$	245,443.56			$	171,810.49
	Santa Rosa County		0.5925239842164%	$	115,542.18			$	88,878.60			$	62,215.02	
	Gulf Breeze		0.0619515079064%	$	12,080.54			$	9,292.73			$	6,504.91	
	Jay		0.0001597858294%	$	31.16			$	23.97			$	16.78	
	Milton		0.0466320415624%	$	9,093.25			$	6,994.81			$	4,896.36	
Sarasota		2.8050438575794%				$	1,276,294.96			$	981,765.35			$	687,235.75
	Sarasota County		1.9243152632514%	$	375,241.48			$	288,647.29			$	202,053.10	
	Longboat Key		0.0444894588564%	$	8,675.44			$	6,673.42			$	4,671.39	
	North Port		0.2096117712774%	$	40,874.30			$	31,441.77			$	22,009.24	
	Sarasota		0.4842799796354%	$	94,434.60			$	72,642.00			$	50,849.40	
	Venice		0.1423473845604%	$	27,757.74			$	21,352.11			$	14,946.48	
Seminole		2.1411482645444%				$	974,222.46			$	749,401.89			$	524,581.32
	Seminole County		1.5086941648394%	$	294,195.36			$	226,304.12			$	158,412.89	
	Altamonte Springs		0.0813055664304%	$	15,854.59			$	12,195.83			$	8,537.08	
	Casselberry		0.0800345427914%	$	15,606.74			$	12,005.18			$	8,403.63	
	Lake Mary		0.0797676278274%	$	15,554.69			$	11,965.14			$	8,375.60	
	Longwood		0.0617100134154%	$	12,033.45			$	9,256.50			$	6,479.55	
	Oviedo		0.1031308580574%	$	20,110.52			$	15,469.63			$	10,828.74	
	Sanford		0.1642434903624%	$	32,027.48			$	24,636.52			$	17,245.57	
	Winter Springs		0.0622620008244%	$	12,141.09			$	9,339.30			$	6,537.51	
St. Johns		0.7103333495544%				$	323,201.67			$	248,616.67			$	174,031.67
	St. Johns County		0.6563348181314%	$	127,985.29			$	98,450.22			$	68,915.16	
	Hastings		0.0000108944884%	$	2.12			$	1.63			$	1.14	
	Marineland		0.0000000000004%	$	-			$	-			$	-	
	St. Augustine		0.0465103864424%	$	9,069.53			$	6,976.56			$	4,883.59	
	St. Augustine Beach		0.0074772504934%	$	1,458.06			$	1,121.59			$	785.11	
St. Lucie		1.5066278435524%				$	685,515.67			$	527,319.75			$	369,123.82
	St. Lucie County		0.9561565843024%	$	186,450.53			$	143,423.49			$	100,396.44	
	Fort Pierce		0.1595352556544%	$	31,109.37			$	23,930.29			$	16,751.20	
	Port St. Lucie		0.3908034539894%	$	76,206.67			$	58,620.52			$	41,034.36	
	St. Lucie Village		0.0001325496084%	$	25.85			$	19.88			$	13.92	
Sumter		0.3263988704594%				$	148,511.49			$	114,239.60			$	79,967.72
	Sumter County		0.3022730260464%	$	58,943.24			$	45,340.95			$	31,738.67	
	Bushnell		0.0066075071744%	$	1,288.46			$	991.13			$	693.79	
	Center Hill		0.0013127858444%	$	255.99			$	196.92			$	137.84	
	Coleman		0.0007480881994%	$	145.88			$	112.21			$	78.55	
	Webster		0.0014235464764%	$	277.59			$	213.53			$	149.47	
	Wildwood		0.0140339167214%	$	2,736.61			$	2,105.09			$	1,473.56	
Suwannee		0.1910148796924%				$	86,911.77			$	66,855.21			$	46,798.65
	Suwannee County		0.1610278005554%	$	31,400.42			$	24,154.17			$	16,907.92	
	Branford		0.0009296630044%	$	181.28			$	139.45			$	97.61	
	Live Oak		0.0290574161324%	$	5,666.20			$	4,358.61			$	3,051.03	
Taylor		0.0921818972824%				$	41,942.76			$	32,263.66			$	22,584.56
	Taylor County		0.0699698513194%	$	13,644.12			$	10,495.48			$	7,346.83	
	Perry		0.0222120459634%	$	4,331.35			$	3,331.81			$	2,332.26	
Union		0.0651563032244%				$	29,646.12			$	22,804.71			$	15,963.29
	Union County		0.0636292591094%	$	12,407.71			$	9,544.39			$	6,681.07	
	Lake Butler		0.0013981260034%	$	272.63			$	209.72			$	146.80	
	Raiford		0.0000127102364%	$	2.48			$	1.91			$	1.33	
	Worthington Springs		0.0001162078764%	$	22.66			$	17.43			$	12.20	
Volusia		3.1303296744804%				$	1,424,300.00			$	1,095,615.39			$	766,930.77
	Volusia County		1.7085753422874%	$	333,172.19			$	256,286.30			$	179,400.41	
	Daytona Beach		0.4475564752124%	$	87,273.51			$	67,133.47			$	46,993.43	
	Daytona Beach Shores		0.0397430934394%	$	7,749.90			$	5,961.46			$	4,173.02	
	DeBary		0.0352836162154%	$	6,880.31			$	5,292.54			$	3,704.78	
	DeLand		0.0989836894984%	$	19,301.82			$	14,847.55			$	10,393.29	
	Deltona		0.1993291900384%	$	38,869.19			$	29,899.38			$	20,929.56	
	Edgewater		0.0580422023434%	$	11,318.23			$	8,706.33			$	6,094.43	
	Flagler Beach		0.0002233370114%	$	43.55			$	33.50			$	23.45	

	Holly Hill		0.0316158051436%	$ 6,165.08		$ 4,742.37		$ 3,319.66			
	Lake Helen		0.0049188614826%	$ 959.18		$ 737.83		$ 516.48			
	New Smyrna Beach		0.1040659683066%	$ 20,292.86		$ 15,609.90		$ 10,926.93			
	Oak Hill		0.0048208110876%	$ 940.06		$ 723.12		$ 506.19			
	Orange City		0.0335622870586%	$ 6,544.65		$ 5,034.34		$ 3,524.04			
	Ormond Beach		0.1146445164776%	$ 22,355.68		$ 17,196.68		$ 12,037.67			
	Pierson		0.0023332362516%	$ 454.98		$ 349.99		$ 244.99			
	Ponce Inlet		0.0238135357486%	$ 4,643.64		$ 3,572.03		$ 2,500.42			
	Port Orange		0.1775965015626%	$ 34,631.32		$ 26,639.48		$ 18,647.63			
	South Daytona		0.0452212053236%	$ 8,818.14		$ 6,783.18		$ 4,748.23			
Wakulla		0.1151293212086%			$ 52,383.84		$ 40,295.26		$ 28,206.68		
	Wakulla County		0.1149531936476%	$ 22,415.87		$ 17,242.98		$ 12,070.09			
	Sopchoppy		0.0001071291356%	$ 20.89		$ 16.07		$ 11.25			
	St. Marks		0.0000689984266%	$ 13.45		$ 10.35		$ 7.24			
Walton		0.2685582161516%			$ 122,193.99		$ 93,995.38		$ 65,796.76		
	Walton County		0.2242684895816%	$ 43,732.36		$ 33,640.27		$ 23,548.19			
	DeFuniak Springs		0.0170571372346%	$ 3,326.14		$ 2,558.57		$ 1,791.00			
	Freeport		0.0032901354776%	$ 641.58		$ 493.52		$ 345.46			
	Paxton		0.0239424538606%	$ 4,668.78		$ 3,591.37		$ 2,513.96			
Washington		0.1201244441096%			$ 54,656.62		$ 42,043.56		$ 29,430.49		
	Washington County		0.1049084754046%	$ 20,457.15		$ 15,736.27		$ 11,015.39			
	Caryville		0.0014017574996%	$ 273.34		$ 210.26		$ 147.18			
	Chipley		0.0125504505606%	$ 2,447.34		$ 1,882.57		$ 1,317.80			
	Ebro		0.0002215212636%	$ 43.20		$ 33.23		$ 23.26			
	Vernon		0.0003613338636%	$ 70.46		$ 54.20		$ 37.94			
	Wausau		0.0006809055216%	$ 132.78		$ 102.14		$ 71.50			
		100.00%	100.00%	$ 19,500,000.00	$ 45,500,000.00	$ 15,000,000.00	$ 35,000,000.00	$ 10,500,000.00	$ 24,500,000.00		

PURDUE PHARMA L.P.

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT[1]

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the "**Chapter 11 Plan**") in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, "**Purdue**") pending in the U.S. Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") between the states, territories and the District of Columbia (each a "**State**") on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act ("**DDLA Claims**") under State law (collectively, the "**Local Governments**"), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a "**Tribe**") on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.[2]

[1] As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

[2] *See, e.g.,* Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(' "I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it's more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important."); *id.* At 175:24-176:6 ("I also think, and again, I didn't say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily."); Hr'g Tr. At 165:3-165:14 (Nov. 19, 2019) ("I continue to believe that the states play a major role in [the allocation] process. The role I'm envisioning for them is not one where they say we get everything.

Issue	Description
	This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the "**Abatement Funds**") to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (**Abatement Funds** net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as "**Public Funds**"). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%)of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in **Schedule B** (the "**Approved Opioid Abatement Uses**"); (ii) priority shall be given to the core abatement strategies ("**Core Strategies**") as identified on **Schedule A**; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of **Public Funds** for implementing those programs and in connection with the Government Participation Mechanism[3] (**"Allowed Administrative Expenses,"** and together with the **Approved Opioid Abatement Uses**, "**Approved Uses**").[4] Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute **Approved Opioid Abatement Uses** may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.
3. GENERAL NOTES	The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state."); Hr'g Tr. at 75:19-76:1 (Jan. 24, 2020) ("Even if there ultimately is an allocation here – and there's not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors' value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . . .").

[3] Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

[4] Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue's chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims. a. Resolution of States' and Local Governments' claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All **Public Funds** distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such **Approved Uses**. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	**Disbursement of Abatement Funds** The Bankruptcy Court shall appoint [a third-party administrator ("**Administrator**")] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions. [Points to be addressed regarding disbursements:

Issue	Description
	• Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
5. ATTORNEYS' FEES AND COSTS FUND	A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.
6. TRIBAL ABATEMENT FUNDING	a. [X%] of the **Abatement Funds** will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see **Schedule B**) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.[5] The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as **Schedule [ ]**. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

[5] [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	**Public Funds** are allocated among the States, the District of Columbia and Territories in the percentages set forth on **Schedule C**. Except as set forth below in section 7(C) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following: 1. **Statewide Agreement**. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan][6] (the "**Agreement Date**") to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a "**Statewide Abatement Agreement**" or "**SAA**"). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. A **Statewide Abatement Agreement** shall be agreed when it has been approved by the State and either (a) representatives[7] of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.[8]

[6] Should there be provision for extension of the date for filing Statewide Abatement Agreement?
[7] An authorized "representative" of local, or even State, government can differ in this Term Sheet depending on the context.
[8] All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

Issue	Description
	Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,[9] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,[10] divided by (b) 200% of the State's population. A "**Primary Incorporated Municipality**" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. 2. **Default Allocation Mechanism (excluding Territories and DC addressed below).** The **Public Funds** allocable to a State that is not party to a **Statewide Abatement Agreement** as defined in 7(1) above (each a "**Non-SAA State**") shall be allocated as between the State and its Local Governments to be

[9] The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

[10] Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	used only for **Approved Uses**, in accordance with this Section (B) (the "**Default Allocation Mechanism**"). a. **Regions.** Except as provided in the final sentence of this paragraph, each **Non-SAA State** shall be divided into "**Regions**" as follows: (a) each **Qualifying Block Grantee** (as defined below) shall constitute a **Region**; and (b) the balance of the State shall be divided into **Regions** (such **Regions** to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-**Qualifying Block Grantee Regions** are referred to herein as "**Standard Regions**"). The **Non-SAA States** which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish **Regions**;[11] such a State that does not establish **Regions** but which does contain one or more **Qualifying Block Grantees** shall be deemed to consist of one **Region** for each **Qualifying Block Grantee** and one **Standard Region** for the balance of the State. b. **Regional Apportionment**. **Public Funds** shall be allocated to each **Non-SAA State, as defined in 7(1) above,** as (a) a **Regional Apportionment** or (b) a **Non-Regional Apportionment** based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows: i. **First $1 billion** – 70% Regional Apportionment/30% Non-Regional Apportionment ii. **$1-$2.5 billion** – 64% Regional Apportionment /36% Non-Regional Apportionment iii. **$2.5-$3.5 billion** – 60% Regional Apportionment /40% Non-Regional Apportionment iv. **Above $3.5 billion** – 50% Regional Apportionment /50% Non-Regional Apportionment

[11] To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai'i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	c. **Qualifying Block Grantee.** A "**Qualifying Local Government**" means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (*e.g.*, health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.[12] A **Qualifying Local Government** that elects to receive **Public Funds** through Local Government Block Grants is referred to herein as a **Qualifying Block Grantee**.[13] d. **Proportionate Shares of Regional Apportionment.** As used herein, the "**Proportionate Share**" of each **Region** in each **Non-SAA State** shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such **Region** under the allocation model employed in connection with the Purdue Bankruptcy (the "**Allocation Model**"),[14] divided by the aggregate shares for all counties or parishes in the State under the **Allocation Model**; and (b) for all other States, the aggregate shares of the cities and towns in that **Region** under the **Allocation Model's** intra-county allocation formula, divided by the aggregate shares for all cities and towns[15] in the State under the **Allocation Model**. e. **Expenditure or Disbursement of Regional Apportionment.** Subject to 7(2)(i) below regarding **Allowed Administrative Expenses**, all **Regional Apportionments** shall be disbursed or expended in the form of **Local Government Block Grants** or otherwise for **Approved Opioids Abatement Uses** in the **Standard Regions** of each **Non-SAA State**.

[12] As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

[13] [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

[14] Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

[15] Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	f. **Qualifying Block Grantees.** Each **Qualifying Block Grantee** shall receive its **Regional Apportionment** as a block grant (a "**Local Government Block Grant**"). **Local Government Block Grants** shall be used only for **Approved Opioid Abatement Uses** by the **Qualifying Block Grantee** or for grants to organizations within its jurisdiction for **Approved Opioid Abatement Uses** and for **Allowed Administrative Expenses** in accordance with 7(2)(i) below. Where a municipality located wholly within a **Qualifying Block Grantee** would independently qualify as a block grant recipient ("**Independently Qualifying Municipality**"), the **Qualifying Block Grantee** and **Independently Qualifying Municipality** must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the **Independently Qualifying Municipality** and the **Qualifying Block Grantee** cannot reach such an agreement on or before the **Agreement Date [or some later specified date]**, the **Qualifying Block Grantee** will receive the **Local Government Block Grant** for its full **Proportionate Share** and commit programming expenditures to the benefit of the **Independently Qualifying Municipality** in general proportion to **Proportionate Shares** (determined as provided in 7(2)(d) above) of the municipalities within the **Qualifying Block Grantee**. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program. g. **Standard Regions.** The portions of each **Regional Apportionment** not disbursed in the form of **Local Government Block Grants** shall be expended throughout the **Standard Regions** of each **Non-SAA State** in accordance with 95%-105% of the respective **Proportionate Shares** of such **Standard Regions**. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the **Government Participation Mechanism** described in Section 8 below. This regional spending requirement may be met by delivering **Approved Opioid Abatement Use** services or programs to a **Standard Region** or its residents. Delivery of such services or programs can be

Issue	Description
	accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following: i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. h. **Expenditure or Disbursement of Public Funds Other Than Regional Apportionment.** All **Public Funds** allocable to a **Non-SAA State** that are not included in the State's **Regional Apportionment** shall be expended only on **Approved Uses**. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. **Qualifying Block Grantees** will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other **Regions.** i. **Allowed Administrative Expenses. Qualifying Block Grantees** States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund **Local Government Block Grants,** for **Allowed Administrative Expenses. Qualifying Block Grantees** may use up to 5% of their **Local Government Block Grants** to fund their **Allowed Administrative Expenses.** 3. **Records.** The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.[16] **Qualifying Block Grantees** shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

[16] Additional records and reporting requirements?

Issue	Description
	(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory's or District of Columbia's executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].[17]
8. GOVERNMENT PARTICIPATION MECHANISM	In each **Non-SAA State**, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the "**Government Participation Mechanism**" or "**GPM**") in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed. Government Participation Mechanisms shall conform to the following: (A) ***Composition***. For each State, a. the State, on the one hand, and State's Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State's Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States' executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State's Local Governments.[18] Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

[17] Territory and DC provisions to be discussed

[18] Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	topics as is necessary to assure the effective functioning of the GPM. (B) ***Consensus***. Members of the GPMs should attempt to reach consensus with respect to **GPM Recommendations** and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. **GPM Recommendations** and other action shall note the existence and summarize the substance of objections where requested by the objector(s). (C) ***Proceedings***. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State's open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws. (D) ***Consultation and Discretion***. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.[19] (E) ***Recommendations***. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (**"GPM Recommendations"**). In carrying out its obligations to provide **GPM Recommendations,** a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State's opioid epidemic, which recommendations may be Statewide or specific to **Regions**; recommend Statewide or **Regional** funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for

[19] Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	Approved Opioid Abatement Uses; monitor the level of **Allowed Administrative Expenses** expended from **Public Funds**. The goal is for a process that produces **GPM Recommendations** that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the **Public Funds**. To the extent a State chooses not to follow a **GPM Recommendation**, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond. (F) ***Review***. Local Governments and States may object to an allocation or expenditure of **Public Funds** (whether a **Regional Apportionment** or **Non-Regional** Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of **Regional Apportionments** and **Non-Regional** Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of **Local Government Block Grants** or **Regional Apportionment** expenditures; (iii) is not for an **Approved Use,** or (iv) violates the limitations set forth herein with respect to **Allowed Administrative Fees**. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an "**Objection**"). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	At least annually, each State shall publish on the lead State Agency's website or on its Attorney General's website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the

Issue	Description
	amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees. At least annually, each **Qualifying Block Grantee** which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of **Local Government Block Grants** received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that **Public Funds** are only being used for **Approved Uses**, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such **Public Funds** with respect to opioids abatement can be publicly monitored and evaluated. The expenditure and disbursement of **Public Funds** shall be subject to audit by States as follows: [details of audit scope, process, output, etc.] (a) A court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses[20]

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
    a. Medication-Assisted Treatment (MAT);
    b. Abstinence-based treatment;
    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

[20] [NTD: Discuss expanded list of Approved Uses to be included. Discuss "self-executing" function based on additional information received from NCSG.]

OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
    a. Increase the number of prescribers using PDMPs;
    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

b. Research non-opioid treatment of chronic pain.

c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

g. Research on expanded modalities such as prescription methadone that can expand access to MAT.

h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

DO NOT COPY

Schedule C
State Allocation Percentages

[TO BE INSERTED]

63779069 v1

EXHIBIT B

RESOLUTION NO. 2021-100

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AUTHORIZING LAKE COUNTY (HEREIN REFERRED TO AS THIS "GOVERNMENTAL UNIT") TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN.

WHEREAS, Lake County has suffered harm from the opioid epidemic; and

WHEREAS, Lake County recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Lake County is a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework for a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Lake County, and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida (Governmental Unit), that Lake County supports entering into the Florida Plan.

SECTION 1. The above recitals are incorporated herein.

SECTION 2. This Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 3. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 4. That the Chairman of the Governmental Unit is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 5. That the Chairman of the Governmental Unit is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 6. The Clerk of Court of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida Attorney General at

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this day of 22nd day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Sean M. Parks, Chairman

This 22nd day of June, 2021.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

DocuSign Envelope ID: D94BD0A2-61CA-4995-B825-2DBDF836BFFE

EXHIBIT C

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively "Settling Distributors"). This virtual envelope contains a Participation Form including a release of claims and an Intrastate Allocation Agreement. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions), Janssen, and the Opioid Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. The Florida Attorney General's Office has also created a state-specific website that may be accessed here: http://www.myfloridalegal.com/opioidsettlement. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Florida Attorney General's Office at Utah Attorney General's Office at fl.opioidlitigation@myfloridalegal.com.

DocuSign Envelope ID: D94BD0A2-61CA-4995-B825-2DBDF836BFFE

Florida Subdivision Participation Form

Governmental Entity: LAKE COUNTY		State: FL
Authorized Signatory: Sean M. Parks, Chairman, Board of County Commissioners		
Address 1: PO Box 7800		
Address 2:		
City, State, Zip: Tavares	Florida	32778
Phone: 352-343-9850		
Email: mmarsh@lakecountyfl.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Settling Distributors"), dated July 21, 2021 ("National Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement t, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.

2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.

3. The Governmental Entity's execution of this Participation Agreement shall serve as the Governmental Entity's acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.

4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.

8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.

9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.

10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.

12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: DocuSigned by: Sean Parks D46EC3F57B87418...

Name: Sean Parks

Title: Chairman, Board of County Commissioners

Date: 12/8/2021

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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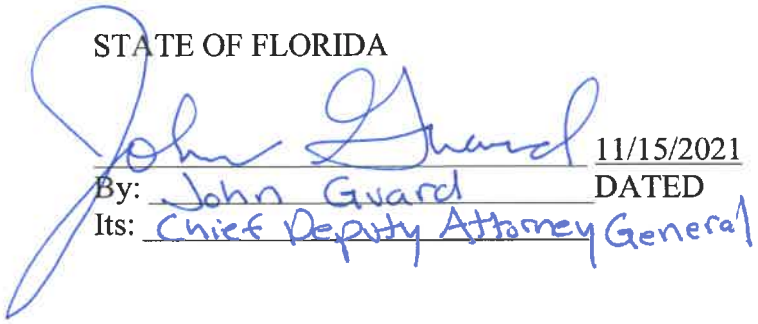
14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA



11/15/2021

By: John Guard DATED

Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

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f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

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mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

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PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

EXHIBIT D

LAKE COUNTY
OPIOID ABATEMENT PLAN

This Lake County Opioid Abatement Plan is developed, periodically reviewed, and updated by the Lake County Opioid Task Force for the purpose of documenting the goals for opioid abuse abatement in Lake County, Florida.

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics ("opioids") which resulted in opioid overdoses and addictions throughout municipalities, counties, states, and the nation; and,

WHEREAS, Lake County and the municipalities therein are not immune from this nationwide crisis; and,

WHEREAS, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter "Opioid Task Force," formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and,

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in Lake County and on opioid-related programs consistent with the State MOU; and,

WHEREAS, the Opioid Task Force meets periodically to study and analyze data related to the opioid epidemic and abatement programming; and,

WHEREAS, the Opioid Task Force has developed a three-pronged approach to abate the opioid epidemic in Lake County by implementing a drug treatment court, focusing on medical services, and informing the public about opioid abuse and resources for treatment and prevention. This will be known as the Lake County Opioid Abatement Plan.

THEREFORE, Lake County's plan for opioid abatement includes the following:

1. Opioid Task Force. The Opioid Task Force's purpose is to gather data about the nature and extent of problems communities within the County face, and to receive, report, and make recommendations to the Lake County Board of County Commissioners (BCC) about activities that should be undertaken to abate the opioid epidemic.

2. Three-Part Plan. Through their research and data analysis, the Opioid Task Force has identified three key areas in which to focus opioid abatement efforts:

a. **Justice Services** – A positive correlation exists between drug abuse and crime. The creation of a drug treatment court, increasing data collection, and improving first responder training will reduce drug abuse and result in fewer crimes and less homelessness per capita.

i. Establish a Drug Treatment Court – Empirical evidence indicates drug treatment courts reduce substance abuse, hospitalizations, crime, and recidivism. Additionally, drug treatment courts have proven effective at reducing property crimes and public order offenses which strains the public safety, court, jail, probation & parole, and healthcare systems. Efforts will be taken to establish and maintain a dedicated drug treatment court in Lake County to improve the health, safety, and welfare for Lake County's residents by reducing crime and reducing taxpayer costs. The drug treatment court will be modeled after the most successful programs in the nation. The program goal is to reduce recidivism for drug related criminal offenses by sixty percent (60%) or more.

ii. Data Collection – Encourage participating agencies to enter overdose data into the High Intensity Drug Targeting Area (H.I.D.T.A.) tracking system to establish a baseline for performance measurements, identify trends, and enhance public outreach where clusters develop.

iii. Training – Offer opioid response training on best practices to law enforcement officers annually.

b. **Medical Services**. Experience indicates potential process improvements in the healthcare system beginning with the first patient contact in the field through discharge from the hospital will improve outcomes.

i. Map the healthcare opioid treatment process from initial patient contact in the field to hospital discharge.

ii. Improve the medical process by bridging any gaps in communication, information, and treatment between paramedics, treating physicians, patients, and patient families.

iii. Encourage healthcare facilities to expand the number of licensed medical professionals to become certified to provide Medication Assisted Treatment (M.A.T.) and combine the treatment with psychosocial interventions.

iv. Expand emergency peer support services currently provided by AdventHealth and L.S.F. Health Systems to all hospitals in Lake County. This program has successfully reduced overdose recidivism in the emergency room by fifty-five percent (55%).

v. Require Lake E.M.S. to enter all overdose data into the High Intensity Drug Targeting Area (H.I.D.T.A.) tracking system to establish a baseline for performance measurements, identify trends, and enhance public outreach.

vi. Require opioid treatment process best practices training for all E.M.T.s and paramedics biennially.

c. **Public Information**. Discussions with Lake County's stakeholders indicates a need for information sharing among public and private groups as well as public education about available treatment options for those impacted by opioid addiction.

i. Public Meetings – Hold three public information meetings, one in north, middle, and south Lake County, to educate the citizens about available drug treatment options for themselves or their loved ones. Education will include information about types of treatment options, locations of community groups and professional treatment facilities, the Hugh O' Connor Memorial Act, the Marchman Act, as well as others.

ii. Provider Meetings – Hold annual provider meetings for those working in the justice system and healthcare system to inform the service providers about the robust resource systems in place to locate help for their clients and patients.

iii. Software – Improve the available coordinated care networks including the "Aunt Bertha" and "Unite Us" systems by adding more providers.

iv. Brochures, Flyers, and Cards – Create treatment option informational notices and distribute them to public safety personnel to hand out while on calls regarding drug abuse or overdoses as well as places, like city halls, fueling stations, and other commercial facilities in other locations frequented by the public.

4. Obligations. Lake County and the Opioid Task Force will use its best efforts to investigate, analyze, and advise on matters related to the opioid epidemic and implement strategies with the goal of abatement. Nothing in this plan creates any legal requirements or obligations of any entity. This plan does not create any requirement that money be spent towards any activity herein and no person or entity may rely upon this plan as an indication of how money may be spent.

5. **Plan Modification**. This plan may be modified by the Lake County Opioid Task Force from time to time for any reason or no reason at all according to the needs of the County.

This plan was last updated on December 21, 2021.

EXHIBIT E
LAKE COUNTY DRUG COURT PROPOSED YEAR ONE BUDGET

	EXPENSE TYPE	UNIT DESCRIPTION	State MOU Core Strategies (Schedule A)	State MOU Approved Uses (Schedule B)	Approx. # of units or people		TOTAL COST
1	Transportation	Uber, bus passes, sober escorts etc.	E4	B1, B7	100		$ 5,000.00
2	Training and Education	Training & travel to conferences related to Drug Court Best Practices for approved team members		D3, D7, J3, K1			$ 13,000.00
3	Office Supplies & participant incentives for behavior change	Files, stationary, cards, certificates, pens, etc.		J4			$ 3,200.00
4	Administrative cost (Salary for 1 FTE Coordinator CPS1)	Pass through Lake County BOCC - salary & benefits for 1 FTE for Court Program Specialist 1 or equivalent position salary & benefits	F1	B5, D3, J3, K1	1		$ 70,000.00
		Cost of below services based on RFI					$ -
5	Treatment Services	Biopsychosocial Assessment	F1	B2, D5	50		$ 2,250.00
6	Treatment Services	Treatment Plan & Update	F1	A1, B2, B3, D5	100		$ 6,000.00
7	Treatment Services	Individual & family therapy sessions	F1	B2, B3, D5	200		$ 12,000.00
8	Treatment Services	Outpatient group	F1	B2, D5	2000		$ 50,000.00
9	Treatment Services	IOP (hourly rate)	F1	B2, D5	1000		$ 30,000.00
10	Treatment Services	Clinical case management	F1	B2, B3, D5	20		$ 400.00
11	Treatment Services	Initial Psychiatric Assessment (MAT/Meds)	B1, B4, F1	A1, B2, D5	20		$ 6,000.00
12	Treatment Services	Medication Management Follow Up	B1, B4, F1	A1, A7, B2, D5	20		$ 3,000.00
13	Treatment Services	Residential Level 2 (long term substance abuse treatment)	B4, E4, F1	A7, B2, B3	500		$ 93,200.00
14	Treatment Services	Recovery or Life skill or Criminogenic classes	F1	B2, D5	100		$ 2,000.00
15	Drug Screens	Drug testing for participants at an average of $30 per test (some variation in cost due to number of panels, confirmation, and type) random & frequent	F1	B2, D5	2000		$ 60,000.00
16	Sober Housing	Supportive housing focused on recovery	B4, E4	B1, B2, B4	500		$ 7,500.00
17	Recovery Housing	Therapeutically supervised supportive recovery driven living environment that requires random drug testing & organized supportive classes or sessions included	B4, E4	B1, B2, B4	200		$ 10,000.00
18	Peer Recovery Coaching		E2	B2, C10	100		$ 2,000.00
		TOTAL FOR COURT ADMINISTRATION					**$ 375,550.00**
		OTHER EXPENSES					$ -
19	Housing	Temporary housing or housing not related to sober living or residential treatment - will be provided through contracted service provider/managing entity	B4, E4	B1	5		$ 25,000.00
20	Attorneys	Training & other auxiliary funding related to Treatment Courts in Lake-for State Attorney& Public Defenders office ($20,000 each)		B5, J3	2	$ 20,000.00	$ 40,000.00
		TOTAL FOR ADDITIONAL LEGAL AND HOUSING SERVICES					**$ 65,000.00**
		TOTAL REQUEST					**$ 440,550.00**

EXHIBIT F

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR LAKE COUNTY, FLORIDA

ADMINISTRATIVE ORDER: L-2025-33

ADMINISTRATIVE ORDER ESTABLISHING THE LAKE COUNTY ADULT POST-ADJUDICATORY DRUG COURT PILOT PROJECT

WHEREAS, Florida Law affords individuals charged with certain crimes resulting from a substance abuse problem the opportunity to treat the root cause of their engagement in the criminal justice system through problem-solving court programs; and,

WHEREAS, it has been found that specialized court dockets are beneficial to manage the criminal cases of eligible individuals and to provide referral for treatment of their substance abuse problem (a/k/a substance use disorder); and,

WHEREAS, Chapter 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons assessed with a substance abuse problem to be processed in a manner to appropriately address the severity of the identified substance abuse problem through treatment services tailored to the individual needs of the participant; and,

WHEREAS, the establishment of a pilot program entitled; "Lake County Adult Post-Adjudicatory Drug Court Program" is to the benefit of the residents of Lake County, Florida; and,

WHEREAS, the Fifth Judicial Circuit currently receives funds to support the Lake County Adult Post Adjudicatory Drug Court Program and its participants; and

WHEREAS, the pilot program is designed to serve eligible defendants/offenders from post-adjudicatory felony cases in Lake County, including post-adjudicatory violation of probation cases, certain post-adjudicatory 3rd degree non-violent felony cases under Chapter 810, Florida Statutes; or any other felony offense that is not a forcible felony as defined in section 776.08, Florida Statutes; and,

WHEREAS, Offenders with sentencing scores of 60 points or fewer or Offenders with sentencing scores of 60 points or fewer who have violated community control or probation due to a positive or suspect drug screen – if the underlying offense occurred on or after July 1, 2009, may be eligible to participate; and,

WHEREAS, Chapter 397, Florida Statues, in its entirety, establishes the provision of substance misuse services within the State of Florida, and;

WHEREAS, Chapter 397.334(4), Florida Statute establishes that the treatment-based drug court programs shall include therapeutic jurisprudence principles and adhere to the 10 key components, recognized by the Drug Courts Program Office of the Office of Justice Programs of the United States Department of Justice and adopted by the Florida Supreme Court Treatment-Based Drug Court Steering Committee; and

WHEREAS, in the interest of judicial economy and for the efficient administration of justice,

IT IS HEREBY ORDERED that:

1. **The Lake County Adult Post-Adjudicatory Drug Court is created and established as a pilot program,** and shall be maintained subject to the availability of adequate funding or until such time that either a permanent program is established or the pilot program is no longer deemed judicially economical and/or efficiently administering justice.

2. **The Lake County Adult Post-Adjudicatory Drug Court** shall determine whether any potentially eligible case type and Offender from the other Circuit Criminal Division meets the criteria for the Offender to be referred to substance use disorder treatment and support.

3. **The Lake County Adult Post-Adjudicatory Drug Court** will limit participation in the program to no more than 10 participants. Additional participants may be added upon approval of the Lake County Administrative Judge.

4. Any application fee for a Defendant who applies for acceptance into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This Provision will be re-evaluated each October to ascertain the effectiveness of said waiver.

5. Any monthly participation fee for person who is accepted into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This provision will be reevaluated each October to ascertain the effectiveness of the waiver of the monthly participation fee.

6. There shall be no refunds of any assessed fees which have already been paid.

7. The policies and procedures of the **Lake County Adult Post-**

Adjudicatory Drug Court shall be set forth in the Policy & Procedure Manual and shall include court requirements, eligibility criteria and referral procedures and will follow the Florida Supreme Court Best Practice Standards.

8. If defendants' participation in the program is terminated for cause, the defendant shall be terminated from the drug court program and sentenced accordingly by the drug court judge. The unpaid balance of any assessed fee(s) may become a lien of record.

9. All hearings conducted pursuant to this administrative order shall be electronically recorded.

DONE and ORDERED in Chambers at Tavares, Lake County, Florida this 14th of November 2025.

James R. Baxley
Lake County Administrative
Judge

FUNDING AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE PUBLIC DEFENDER OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA
FOR THE OPERATION OF THE LAKE COUNTY ADULT
POST-ADJUDICATORY DRUG COURT PROGRAM

THIS AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter "County," and Michael A. Graves, as Public Defender of the Fifth Judicial Circuit of Florida, his successors and assigns, hereinafter "PDO," for the funding and operation of the Adult Post-Adjudicatory Drug Court, hereinafter "Opioid Drug Court," hereinafter referred to as "the Parties."

WITNESSETH:

WHEREAS, the Opioid epidemic has continued to have a significant adverse impact on the State of Florida and Lake County; and

WHEREAS, almost 100 political subdivisions within the State of Florida, including Lake County, and the State of Florida itself, filed a lawsuit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids; and

WHEREAS, the lawsuit is in the settlement phase and funds have been allocated to Lake County by municipalities; and

WHEREAS, Lake County receives settlement funds that must be used for Approved Purposes and Opioid Abatement Strategies identified in State agreements and exhibits attached hereto; and

WHEREAS, the opioid settlement framework contemplates an 18-year structure for allocations and distributions under the Regional Fund sliding scale identifying Years 1-6, 7-9, 10-12, 13-15, and 16-18; and

WHEREAS, Lake County has adopted resolutions and entered into formal agreements authorizing participation in the State's unified plan for allocation and use of opioid settlement proceeds; and

WHEREAS, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter "Opioid Task Force," formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and

WHEREAS, the Florida Memorandum of Understanding, hereinafter the "Florida Plan," attached hereto as **Exhibit A**, sets forth a framework for a unified plan for the proposed allocation and use of opioid settlement proceeds; and

WHEREAS, on June 22, 2021, the Lake County Board of County Commissioners approved Resolution 2021-100, attached hereto as **Exhibit B**, authorizing Lake County to join with the State of Florida and other local governmental units as a participant in the Florida Plan and formal agreements implementing a unified plan; and

WHEREAS, on November 15, 2021, the Florida Opioid Allocation and Statewide Response Agreement was entered into between the State of Florida Department of Legal Affairs, Office of the Attorney General, and Certain Local Governments in the State of Florida, a copy of which is attached hereto as **Exhibit C**; and

WHEREAS, on December 21, 2021, the Lake County Board of County Commissioners acknowledged the establishment of the Lake County Opioid Task Force as the recommending group for the abatement of the opioid epidemic by providing relevant information and analysis on the opioid crisis within Lake County; and

WHEREAS, the Opioid Task Force has established the Lake County Opioid Abatement Plan, a copy of which is attached hereto as **Exhibit D**, for the purpose of documenting the goals for opioid abuse abatement in Lake County; and

WHEREAS, the Opioid Task Force has developed a three-pronged approach to abate the opioid epidemic in Lake County by implementing an opioid drug treatment court, focusing on medical services, and establishing a public information campaign; and

WHEREAS, Section 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons in the justice system assessed with a substance abuse disorder to be processed in a manner appropriate to address the severity of the person's identified substance abuse disorder through treatment services tailored to the individual needs of the participant; and

WHEREAS, Administrative Order L-2025-33, attached hereto as **Exhibit F**, established a pilot program, entitled, "*Lake County Post-Adjudicatory Drug Court Program,"* (hereinafter referred to as "Opioid Drug Court"), to benefit the residents of Lake County; and

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

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Section 2. **Effective Date and Term.** This Agreement will become effective upon the date the last Party hereto executes it. The term of this Agreement will be a one (1) year period from October 1, 2025, to September 30, 2026. Amendments to this Agreement must be in writing and executed by authorized representatives of the Parties. Upon expiration of the initial term, and thereafter upon each renewal term, this Agreement shall automatically renew for successive periods of one (1) year unless the Opioid Drug Court is rescinded, funds have been fully expended or are no longer available, or it is otherwise terminated in accordance with this Agreement.

Section 3. **County's Obligations.**

A. Annual Funding. Funding under this Agreement will be provided from Opioid Settlement Funds ("Opioid Funds") for the purpose of the Adult Post-Adjudicatory Drug Court ("Opioid Drug Court"), as approved by the Board and outlined in **Exhibit E**. Funding for the Program will be in the County's sole discretion and is subject to annual appropriation by the Lake County Board of County Commissioners ("Board") through the County's budget process each Fiscal Year (FY). The Parties recognize that the opioid settlement allocation framework spans a total of eighteen (18) years and annual appropriation amounts may differ. The Parties hereby agree that the funding arrangement provided under this Agreement is not intended to constitute a debt for the County. Nothing herein shall be construed as pledging the full faith and credit of the County, nor obligate the County to commit ad valorem revenues to fund the Opioid Drug Court.

i. **Initial Fiscal Year Funding.** For FY 26, running from October 1, 2025, through September 30, 2026, the County agrees to provide funding to PDO in the amount of **Twenty Thousand Dollars and XX/100 ($20,000.00)**, as approved under the Board's approved Fiscal Year budget, in order for PDO to provide Opioid Drug Court services to the residents of Lake County, Florida.

A lump sum payment of $20,000 for FY 26 shall be paid to PDO by County within thirty (30) days of the full execution of this Agreement for support services related to the Opioid Drug Court as allowed for under the Board's approved FY26 Opioid Drug Court budget.

ii. **Subsequent Fiscal Year Funding.** Following the annual presentation to the Board of the Opioid Drug Court's progress and proposed Budget for the upcoming Fiscal Year by the Participating Offices, as provided for in Section 4.B., the Board will determine and approve the amount of Opioid Funds to include in the County's budget for the upcoming Fiscal Year. No later than October 31st of each year, and annually by October 31st thereafter so long as the requisite funds are available, the County shall provide annual funding to PDO as a lump sum for support services related to the Opioid Drug Court as allowed for under the Board's approved Fiscal Year Opioid Drug Court budget. The Parties understand that the annual funding amount may change and that no specific amount of Opioid Funding, beyond the Initial Fiscal Year, is guaranteed to be provided under this Agreement.

iii. The payment referenced in this Agreement is sourced from opioid settlement funds provided to and disbursed by the COUNTY and is intended for the exclusive use of the PUBLIC DEFENDER, and pursuant to Section 215.22(2), Florida Statutes, qualifies for an exemption from the state appropriation and service charge references in Section 215.20, Florida Statutes.

Section. 4. Public Defender Office Obligations.

A. PDO Obligations.

i. The PDO represents Defendants who are sentenced to the Opioid Drug Court, which includes the following services:

a. Reviewing the status and progress of each Defendant before each court session, twice a month for approximately 18 months;

b. Attending status conferences before each court session; and

c. Advocating for the Defendant regarding any progress or sanctions (including possible incarceration).

ii. Should a Defendant be removed from the Opioid Drug Court program, which would violate their probation, the PDO (if requested or appointed) shall represent the Defendant through those proceedings.

B. PDO Coordination Duties. The Public Defender's Office, Court Administration, and the State Attorney's Office, hereinafter referred to as "Participating Offices," acknowledge that the Program requires the cooperation and joint coordination of the Participating Offices. The Participating Offices shall cooperate with each other to effectively provide the Opioid Drug Court funded under this Agreement. Further, Participating Offices shall coordinate submission of any reports, plans, budgets, and any other documentation to the County as required under this Agreement for the Opioid Drug Court that involves the Participating Offices. Nothing herein prevents a Participating Office from submitting office-specific reports or certifications directly to the County. Each Participating Office shall report independent of the other, but present before the Board simultaneously.

C. Annual Update. Each Fiscal Year, PDO, through the Budget Office, shall coordinate a presentation to the Board of an annual update on Opioid Drug Court activities and a proposed itemized Fiscal Year budget, for consideration no later than June 30th for the upcoming Fiscal Year. PDO and the Participating Offices shall coordinate the annual submission of the presentation and any associated documents to the Board.

D. Receipt of Funding. PDO shall receive a lump sum payment of $20,000 from the County for Opioid Drug Court support services. Funding for FY 26 shall be delayed to coincide with the start of the Opioid Drug Court. A copy of the FY 26 Opioid Drug Court Budget is attached hereto and incorporated herein as **Exhibit E**. PDO, in coordination with the State Attorney's Office and Court Administration, shall present and approve an annual Opioid Drug Court Budget each year as part of the annual presentation to the Board.

E. Use of Funds. PDO shall utilize the funds provided by the County for the purpose of maintaining and operating Opioid Drug Court services and programs as set forth under the Opioid Drug Court Policy & Procedure Manual, as described in **Exhibit F**, attached hereto. These services shall be made available to any individual living within Lake County who otherwise qualifies. PDO acknowledges and guarantees that opioid settlement funds received by or through the County, must be used solely for the Approved Purposes and Opioid Abatement Strategies identified in the governing settlement documents and incorporated exhibits attached hereto as **Exhibit C**. PDO shall be solely responsible for programmatic and fiscal compliance of expenditures made with Opioid Funds under this Agreement, including ensuring that expenditures are consistent with the Approved Purposes and Opioid Abatement Strategies under the Florida opioid settlement framework and the Opioid Settlement Agreement attached hereto and incorporated herein. PDO is solely responsible for ensuring that it does not expend funds in excess of the amount allotted to it.

F. Notice of Funding Needs. PDO shall advise the County in writing no later than January 1st each and every year if an increase or additional funding is needed for the next fiscal year, together with supporting documentation and an updated budget outline with numbered line items. Any request by PDO for a budget increase shall be brought by the Budget Office before the Board for approval through the County's annual budget process. Such request shall be brought before the Board no later than June 30th for the upcoming fiscal year as outlined in Section 4.B. above. County acknowledges PDO may not have a finalized budget prior to January 1st each and every year; however, PDO will make a good faith estimate as to any increases or additional funding that may be needed for the upcoming fiscal year. Upon finalization of PDO's budget, they will promptly advise County in writing pursuant to this Agreement regarding same.

G. Annual Report. PDO shall provide a detailed annual report of the most recent fiscal year, including all relevant supporting documentation, describing PDO's Opioid Drug Court fiscal and service information, to the Budget Office no later than June 30th each year as outlined in Section 4.B. above.

The County reserves the right to withhold or deny payment, or terminate this Agreement, if such annual report or documentation: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by PDO in any progress reporting required under this Agreement.

H. Sufficient Financial Resources. PDO accepts that payment will be made by annual funding and agrees to maintain sufficient financial resources to meet any expenses incurred throughout the Fiscal Year.

I. Confidentiality of Participant Records. PDO shall comply with state and federal laws regarding confidentiality of records related to participants in treatment-based drug court programs, including, but not limited to applicable provisions under HIPAA, Chapter 397, Florida Statutes; and 42 CFR part 2.

Section 5. Notices.

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

COUNTY
Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
County Attorney's Office
Post Office Box 7800
Tavares, Florida 32778

PDO
Public Defender
of the Fifth Judicial Circuit of Florida
123 North Sinclair Avenue
Post Office Box 7800
Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or another equivalent mail service provider.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by a mail service provider, the date the notice was delivered by said provider.

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

Section 6. Disputes, Default, and Termination.

A. Dispute Resolution. PDO and the County shall work together in good faith to effectuate this Agreement and resolve any disputes about their contractual relationship under this Agreement.

i. Claims by PDO must be made in writing in accordance with Section 5. above to the County within ten (10) business days from the date PDO discovers the event leading to the claim, unless another provision of this Agreement sets forth a different time frame after the commencement of the event giving rise to such claim, or otherwise PDO will be deemed to have waived the claim.

ii. PDO shall proceed diligently with its performance under this Agreement, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing.

iii. Claims by PDO will be resolved in the following manner: (1) Upon receiving the claim and supporting data, County will, within thirty (30) 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. PDO will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County in writing that the original claim stands as is. (2) If the claim is not resolved, the PDO may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties in writing, and each Party will pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, PDO may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iv. Claims by the County against PDO must be made in writing with supporting data to PDO within thirty (30) calendar days from the date the County discovers the event leading to the claim. PDO shall respond in writing in accordance with Section 5. above within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the County may submit the matter to mediation as set forth in (iii) above or otherwise bring an action in a court of competent jurisdiction in and for Lake County, Florida.

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

B. Termination for Convenience. This Agreement may be terminated without cause by either Party with thirty (30) days written notice of intent to terminate. Such written notice must be sent as provided in Section 5. above.

C. Should the Agreement be terminated during the Term of this Agreement for any reason, PDO shall provide the County with an accounting of all expenditures made utilizing the funds paid to PDO under this Agreement and shall submit all required reports and any other such documentation requested by the County.

D. Termination for Cause. The County may also suspend or terminate this Agreement, in whole or in part, if PDO breaches or materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein.

E. Default. A default shall consist of any use of funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend funds in a timely or proper manner. Upon the occurrence of any such default the County shall serve due notice to PDO, at which time PDO shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the County delivers by personal service, or mails written notice of such default to PDO, hereinafter referred to as the "Cure Period." If the default is not cured to the satisfaction of County, County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from PDO setting forth a reasonable basis to support the need for an additional Cure Period, the County may in its sole discretion grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by PDO; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current Agreement; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, PDO shall promptly return all unused funding provided to PDO under this Agreement by the County within fourteen (14) days of the date of termination by County.

F. Costs Not Allowed After Default. Costs resulting from obligations incurred by PDO during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing. Other PDO costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by PDO before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

G. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

Section 7. Recordkeeping and Audit Requirements.

A. Recordkeeping.

i. PDO shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

ii. In the event the County determines in its sole discretion that such records are not being adequately maintained by PDO, the County may terminate this Agreement in accordance with the terms herein.

iii. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require; however, that records protected by the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, attorney-client privileged materials, and attorney work product are expressly excluded from such availability. PDO will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to PDO at least three (3) business days in advance.

iv. Pursuant to the National Opioid Settlement, attached hereto as **Exhibit C**, the Parties acknowledge that statewide reporting timelines contemplate intended expenditures prior to July 1st each year to the Department of Children and Families (DCF) and require an expenditure report to be provided to DCF no later than August 31st each year, outlining expenditure reporting after fiscal year-end, and annual oversight, and agree to cooperate in providing information required to meet applicable State reporting and expectations. The County's Office of Management and Budget shall be responsible for coordinating and handling the mandatory reporting on behalf of the County and Participating Offices.

v. This Section shall survive the expiration or earlier termination of this Agreement.

B. Public Records. The Parties are public entities and subject to Chapter 119, Florida Statutes. Each Party acknowledges it is familiar with the rights and obligations arising from Chapter 119, Florida Statutes. The PDO shall comply with the Florida Public Records' laws, and shall:

i. Keep and maintain public records required by the County to perform the Projects identified in this Agreement.

ii. Upon request from the County's custodian of public records, provide 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 this Agreement. This obligation remains in effect for the duration of this Agreement and continues thereafter unless such records are transferred to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of PDO to keep and maintain public records required by the County to perform the services. If PDO transfers all public records to the County upon completion of this Agreement, PDO shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If PDO keeps and maintains public records upon completion of this Agreement, PDO 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. The Parties acknowledge that PDO personnel funding is currently managed via physical paper documentation and is not stored electronically. Only the portion of PDO personnel salary funded by this Agreement would be subject to this provision. Any records classified as attorney-client privileged materials or attorney work product would be exempt from this provision.

IF PDO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COURT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT LAKE COUNTY AT 352-343-9452, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT BUDGET@LAKECOUNTYFL.GOV.

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

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

vii. PDO 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. PDO further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure. PDO authorizes County to seek declaratory, injunctive, or other appropriate relief against PDO from a Circuit Court in Lake County, Florida, on an expedited basis to enforce the requirements of this section.

C. Right to Audit. The County reserves the right to require PDO to submit to an audit by any auditor of the County's choosing. PDO shall provide access to all of its records directly related to funds provided under this Agreement at its place of business during regular business hours with the exception of any attorney-client privileged documents and attorney work product. PDO shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is

longer. PDO 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.

i. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by PDO 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 PDO. Any adjustments or payments which must be made as a result of any such audit or inspection of PDO 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 PDO.

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

Section 8. General Provisions.

A. Independent Agent. PDO shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute PDO or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary, or subagent of PDO to be a representative, agent, subagent, or employee of the County.

i. PDO shall be solely responsible for all personnel-related expenses incurred in connection with the performance of this Agreement. PDO understands and agrees that any adjustments to compensation provided to Assistant Public Defenders to support the additional duties associated with the Opioid Drug Court program, including associated taxes, retirement contributions, and any other employee benefits, shall be paid from the funds allocated under this Agreement and not from any additional County funding.

ii. In no event shall any provision of this Agreement make the County liable to any person or entity that contracts with or provides goods or services to PDO in connection with the services PDO has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against PDO. There is no contractual relationship, either express or implied, between the County and any person or entity supplying any work, labor, services, goods or materials to PDO as a result of the provision of the services provided by PDO hereunder or otherwise.

B. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any funds provided under this Agreement if PDO is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, PDO is liable for recapture of funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if PDO is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

i. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

ii. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

iii. The County's determination that an expenditure is eligible does not relieve PDO of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

iv. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant **Section 5, Notice** and this Agreement.

v. PDO has the sole responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. PDO will also immediately report all suspected fraud to the County.

C. Reversion of Assets. Within fourteen (14) days following the expiration or termination of this Agreement, PDO shall transfer to the County any funds on hand at the time of expiration or termination of this Agreement if the funds have not been expended on eligible costs.

D. Indemnification. Pursuant to Section 768.28, Florida Statutes, neither the County nor PDO waive sovereign immunity nor do the Parties agree to indemnify each other for the other Party's negligence.

E. Insurance. The Parties shall provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s). PDO accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for PDO and the participants to be served under the Opioid Drug Court. Within five (5) business days of the execution of this Agreement, PDO shall furnish to the Lake County Office of Human Resources and Risk Management, Attention: Risk Management Coordinator at P.O. Box 7800, Tavares, Florida 32778-7800, written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operated under the laws of the State of Florida.

F. Sovereign Immunity. County and PDO expressly retain 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 and PDO 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 or PDO, which would otherwise be barred under the law.

G. Background Checks. Parties agree to comply with state and federal laws regarding background checks as applicable to the services related to this Agreement.

H. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

I. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

J. Further Assurances. PDO agrees to execute and deliver all such further additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement.

K. Severability. Any term, condition, covenant, or obligation which requires performance by either Party after termination of this Agreement shall remain enforceable against such Party after such termination. In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

L. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

M. Assignment. PDO shall not assign this Agreement or any part hereof without the prior written consent of the County and without amending or terminating this Agreement, as necessary.

N. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

O. Governing Law and Waiver of Jury Trial. Each Party covenants and agrees that any and all legal actions arising out of or connected with this Agreement shall be instituted in the Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida as the exclusive forum and venue for any such action and each Party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Agreement is entered into within, and with reference to the laws of, the State of Florida, and shall be governed, construed, and applied in accordance with those laws (excluding conflicts of law) of the State of Florida. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT.

P. Authorization. Each Party represents to the other that such Party has authority under all applicable laws to enter into an agreement containing such covenants and provisions, that all the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed this Agreement are duly authorized and empowered to do so.

Q. Capitalizations. Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

R. Estoppel/Waiver. A waiver of any performance or default by either Party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate

as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance. No delay or omission by County in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any PDO default.

S. Civil Rights Act. During the term of this Agreement PDO 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 PDO does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability or marital status, in any form or manner. PDO understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

T. ADA Requirements. PDO shall ensure that all deliverables provided under this Agreement, as applicable, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and PDO being held liable for any damages or costs incurred by County as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

Section 9. Entire Agreement. This document embodies the entire agreement between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement. No modification, amendment or alternation of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed with the same formality and of equal dignity with this Agreement. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A ..... Florida Plan (59 pgs.)

Exhibit B ..... Resolution No. 2021-100 (2 pgs.)

Exhibit C ..... Florida Opioid Allocation and Statewide Response Agreement (49 pgs.)

Exhibit D ..... Opioid Task Force - Lake County Opioid Abatement Plan (2 pgs.)

Exhibit E ..... FY 26 Opioid Drug Court Budget (1 pg.)

Exhibit F ..... Administrative Order L-2025-33 (4 pgs.)

IN WITNESS THEREOF, the Parties have signed this Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by The Fifth Judicial Circuit Office of the Public Defender, signing by its duly authorized representative.

PUBLIC DEFENDER

OFFICE OF THE PUBLIC DEFENDER OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA

Michael A. Graves, Public Defender

This 13 day of April, 2026.

COUNTY

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

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

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement -** Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment -** Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

City/County Fund		15%
Regional Fund		35%
Scenario 1	$	130,000,000.00
City/County Fund Scenario 1	$	19,500,000.00
Regional Fund Scenario 1	$	45,500,000.00
Scenario 2	$	100,000,000.00
City/County Fund Scenario 2	$	15,000,000.00
Regional Fund Scenario 2	$	35,000,000.00
Scenario 3	$	70,000,000.00
City/County Fund Scenario 3	$	10,500,000.00
Regional Fund Scenario 3	$	24,500,000.00

County	Allocated Subdivisions	Overall Total %	Allocated % by entity	Scenario 1 City/County Fund	Scenario 1 Regional Fund	Scenario 2 City/County Fund	Scenario 2 Regional Fund	Scenario 3 City/County Fund	Scenario 3 Regional Fund
Alachua		1.2410601644 49%			$ 564,682.37		$ 434,371.06		$ 304,059.74
	Alachua County		0.821689546303%	$ 160,229.46		$ 123,253.43		$ 86,277.40	
	Alachua		0.013113332457%	$ 2,557.10		$ 1,967.00		$ 1,376.90	
	Archer		0.000219705515%	$ 42.84		$ 32.96		$ 23.07	
	Gainesville		0.381597611347%	$ 74,411.53		$ 57,239.64		$ 40,067.75	
	Hawthorne		0.000270546460%	$ 52.76		$ 40.58		$ 28.41	
	High Springs		0.011987568663%	$ 2,337.58		$ 1,798.14		$ 1,258.69	
	La Crosse		0.000975056706%	$ 190.14		$ 146.26		$ 102.38	
	Micanopy		0.002113530737%	$ 412.14		$ 317.03		$ 221.92	
	Newberry		0.006102729215%	$ 1,190.03		$ 915.41		$ 640.79	
	Waldo		0.002988721299%	$ 582.80		$ 448.31		$ 313.82	
Baker		0.193173804130%			$ 87,894.08		$ 67,610.83		$ 47,327.58
	Baker County		0.169449240037%	$ 33,042.60		$ 25,417.39		$ 17,792.17	
	Glen St. Mary		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
	Macclenny		0.023628329446%	$ 4,607.52		$ 3,544.25		$ 2,480.97	
Bay		0.839656373312%			$ 382,043.65		$ 293,879.73		$ 205,715.81
	Bay County		0.508772605155%	$ 99,210.66		$ 76,315.89		$ 53,421.12	
	Callaway		0.024953825527%	$ 4,866.00		$ 3,743.07		$ 2,620.15	
	Lynn Haven		0.039205632015%	$ 7,645.10		$ 5,880.84		$ 4,116.59	
	Mexico Beach		0.005614292988%	$ 1,094.79		$ 842.14		$ 589.50	
	Panama City		0.155153855596%	$ 30,255.00		$ 23,273.08		$ 16,291.15	
	Panama City Beach		0.080897023117%	$ 15,774.92		$ 12,134.55		$ 8,494.19	
	Parker		0.008704696178%	$ 1,697.42		$ 1,305.70		$ 913.99	
	Springfield		0.016354442736%	$ 3,189.12		$ 2,453.17		$ 1,717.22	
Bradford		0.189484204081%			$ 86,215.31		$ 66,319.47		$ 46,423.63
	Bradford County		0.151424309090%	$ 29,527.74		$ 22,713.65		$ 15,899.55	
	Brooker		0.000424885045%	$ 82.85		$ 63.73		$ 44.61	
	Hampton		0.002839829959%	$ 553.77		$ 425.97		$ 298.18	
	Lawtey		0.003400896108%	$ 663.17		$ 510.13		$ 357.09	
	Starke		0.031392468132%	$ 6,121.53		$ 4,708.87		$ 3,296.21	
Brevard		3.878799180444%			$ 1,764,853.63		$ 1,357,579.71		$ 950,305.80
	Brevard County		2.323022668525%	$ 452,989.42		$ 348,453.40		$ 243,917.38	
	Cape Canaveral		0.045560750209%	$ 8,884.35		$ 6,834.11		$ 4,783.88	
	Cocoa		0.149245411423%	$ 29,102.86		$ 22,386.81		$ 15,670.77	
	Cocoa Beach		0.084363286155%	$ 16,450.84		$ 12,654.49		$ 8,858.15	
	Grant-Valkaria		0.000321387406%	$ 62.67		$ 48.21		$ 33.75	
	Indialantic		0.024136738902%	$ 4,706.66		$ 3,620.51		$ 2,534.36	
	Indian Harbour Beach		0.021089913665%	$ 4,112.53		$ 3,163.49		$ 2,214.44	
	Malabar		0.002505732317%	$ 488.62		$ 375.86		$ 263.10	
	Melbourne		0.383104682233%	$ 74,705.41		$ 57,465.70		$ 40,225.99	
	Melbourne Beach		0.012091066302%	$ 2,357.76		$ 1,813.66		$ 1,269.56	
	Melbourne Village		0.003782203200%	$ 737.53		$ 567.33		$ 397.13	
	Palm Bay		0.404817397481%	$ 78,939.39		$ 60,722.61		$ 42,505.83	
	Palm Shores		0.000127102364%	$ 24.78		$ 19.07		$ 13.35	
	Rockledge		0.096603243798%	$ 18,837.63		$ 14,490.49		$ 10,143.34	
	Satellite Beach		0.035975416224%	$ 7,015.21		$ 5,396.31		$ 3,777.42	
	Titusville		0.240056418924%	$ 46,811.00		$ 36,008.46		$ 25,205.92	
	West Melbourne		0.051997577066%	$ 10,139.53		$ 7,799.64		$ 5,459.75	
Broward		9.057962672578%			$ 4,121,373.02		$ 3,170,286.94		$ 2,219,200.85
	Broward County		3.966403576878%	$ 773,448.70		$ 594,960.54		$ 416,472.38	
	Coconut Creek		0.101131719448%	$ 19,720.69		$ 15,169.76		$ 10,618.83	
	Cooper City		0.073935445073%	$ 14,417.41		$ 11,090.32		$ 7,763.22	
	Coral Springs		0.323406517664%	$ 63,064.27		$ 48,510.98		$ 33,957.68	
	Dania Beach		0.017807041180%	$ 3,472.37		$ 2,671.06		$ 1,869.74	
	Davie		0.266922227153%	$ 52,049.83		$ 40,038.33		$ 28,026.83	
	Deerfield Beach		0.202423224725%	$ 39,472.53		$ 30,363.48		$ 21,254.44	
	Fort Lauderdale		0.830581264531%	$ 161,963.35		$ 124,587.19		$ 87,211.03	
	Hallandale Beach		0.154950491814%	$ 30,215.35		$ 23,242.57		$ 16,269.80	
	Hillsboro Beach		0.012407006463%	$ 2,419.37		$ 1,861.05		$ 1,302.74	
	Hollywood		0.520164608456%	$ 101,432.10		$ 78,024.69		$ 54,617.28	
	Lauderdale-By-The-Sea		0.022807611325%	$ 4,447.48		$ 3,421.14		$ 2,394.80	

	Lauderdale Lakes		0.062625150435%	$ 12,211.90		$ 9,393.77		$ 6,575.64			
	Lauderhill		0.144382838130%	$ 28,154.65		$ 21,657.43		$ 15,160.20			
	Lazy Lake		0.000021788977%	$ 4.25		$ 3.27		$ 2.29			
	Lighthouse Point		0.029131861803%	$ 5,680.71		$ 4,369.78		$ 3,058.85			
	Margate		0.143683775129%	$ 28,018.34		$ 21,552.57		$ 15,086.80			
	Miramar		0.279280208419%	$ 54,459.64		$ 41,892.03		$ 29,324.42			
	North Lauderdale		0.066069624496%	$ 12,883.58		$ 9,910.44		$ 6,937.31			
	Oakland Park		0.100430840699%	$ 19,584.01		$ 15,064.63		$ 10,545.24			
	Ocean Breeze		0.005381877237%	$ 1,049.47		$ 807.28		$ 565.10			
	Parkland		0.045804060448%	$ 8,931.79		$ 6,870.61		$ 4,809.43			
	Pembroke Park		0.024597938908%	$ 4,796.60		$ 3,689.69		$ 2,582.78			
	Pembroke Pines		0.462832363603%	$ 90,252.31		$ 69,424.85		$ 48,597.40			
	Plantation		0.213918725664%	$ 41,714.15		$ 32,087.81		$ 22,461.47			
	Pompano Beach		0.335472163493%	$ 65,417.07		$ 50,320.82		$ 35,224.58			
	Sea Ranch Lakes		0.005024174870%	$ 979.71		$ 753.63		$ 527.54			
	Southwest Ranches		0.025979723178%	$ 5,066.05		$ 3,896.96		$ 2,727.87			
	Sunrise		0.286071106146%	$ 55,783.87		$ 42,910.67		$ 30,037.47			
	Tamarac		0.134492458472%	$ 26,226.03		$ 20,173.87		$ 14,121.71			
	Weston		0.138637811283%	$ 27,034.37		$ 20,795.67		$ 14,556.97			
	West Park		0.029553115352%	$ 5,762.86		$ 4,432.97		$ 3,103.08			
	Wilton Manors		0.031630331127%	$ 6,167.91		$ 4,744.55		$ 3,321.18			
Calhoun		0.047127740781%			$ 21,443.12		$ 16,494.71		$ 11,546.30		
	Calhoun County		0.038866087128%	$ 7,578.89		$ 5,829.91		$ 4,080.94			
	Altha		0.000366781107%	$ 71.52		$ 55.02		$ 38.51			
	Blountstown		0.007896688293%	$ 1,539.85		$ 1,184.50		$ 829.15			
Charlotte		0.737346233376%			$ 335,492.54		$ 258,071.18		$ 180,649.83		
	Charlotte County		0.690225755587%	$ 134,594.02		$ 103,533.86		$ 72,473.70			
	Punta Gorda		0.047120477789%	$ 9,188.49		$ 7,068.07		$ 4,947.65			
Citrus		0.969645776606%			$ 441,188.83		$ 339,376.02		$ 237,563.22		
	Citrus County		0.929715661117%	$ 181,294.55		$ 139,457.35		$ 97,620.14			
	Crystal River		0.021928789266%	$ 4,276.11		$ 3,289.32		$ 2,302.52			
	Inverness		0.018001326222%	$ 3,510.26		$ 2,700.20		$ 1,890.14			
Clay		1.193429461456%			$ 543,010.40		$ 417,700.31		$ 292,390.22		
	Clay County		1.055764891131%	$ 205,874.15		$ 158,364.73		$ 110,855.31			
	Green Cove Springs		0.057762577142%	$ 11,263.70		$ 8,664.39		$ 6,065.07			
	Keystone Heights		0.000753535443%	$ 146.94		$ 113.03		$ 79.12			
	Orange Park		0.078589207339%	$ 15,324.90		$ 11,788.38		$ 8,251.87			
	Penney Farms		0.000561066149%	$ 109.41		$ 84.16		$ 58.91			
Collier		1.551333376427%			$ 705,856.69		$ 542,966.68		$ 380,076.68		
	Collier County		1.354673336030%	$ 264,161.30		$ 203,201.00		$ 142,240.70			
	Everglades		0.000148891341%	$ 29.03		$ 22.33		$ 15.63			
	Marco Island		0.062094952003%	$ 12,108.52		$ 9,314.24		$ 6,519.97			
	Naples		0.134416197054%	$ 26,211.16		$ 20,162.43		$ 14,113.70			
Columbia		0.446781150792%			$ 203,285.42		$ 156,373.40		$ 109,461.38		
	Columbia County		0.341887201373%	$ 66,668.00		$ 51,283.08		$ 35,898.16			
	Fort White		0.000236047247%	$ 46.03		$ 35.41		$ 24.78			
	Lake City		0.104659717920%	$ 20,408.64		$ 15,698.96		$ 10,989.27			
DeSoto		0.113640407802%			$ 51,706.39		$ 39,774.14		$ 27,841.90		
	DeSoto County		0.096884684746%	$ 18,892.51		$ 14,532.70		$ 10,172.89			
	Arcadia		0.016755723056%	$ 3,267.37		$ 2,513.36		$ 1,759.35			
Dixie		0.103744580900%			$ 47,203.78		$ 36,310.60		$ 25,417.42		
	Dixie County		0.098822087921%	$ 19,270.31		$ 14,823.31		$ 10,376.32			
	Cross City		0.004639236282%	$ 904.65		$ 695.89		$ 487.12			
	Horseshoe Beach		0.000281440949%	$ 54.88		$ 42.22		$ 29.55			
Duval		5.434975156935%			$ 2,472,913.70		$ 1,902,241.30		$ 1,331,568.91		
	Jacksonville		5.270570064997%	$ 1,027,761.16		$ 790,585.51		$ 553,409.86			
	Atlantic Beach		0.038891507601%	$ 7,583.84		$ 5,833.73		$ 4,083.61			
	Baldwin		0.002251527589%	$ 439.05		$ 337.73		$ 236.41			
	Jacksonville Beach		0.100447182431%	$ 19,587.20		$ 15,067.08		$ 10,546.95			
	Neptune Beach		0.022814874318%	$ 4,448.90		$ 3,422.23		$ 2,395.56			
Escambia		1.341634449244%			$ 610,443.67		$ 469,572.06		$ 328,700.44		
	Escambia County		1.005860871574%	$ 196,142.87		$ 150,879.13		$ 105,615.39			
	Century		0.005136751249%	$ 1,001.67		$ 770.51		$ 539.36			
	Pensacola		0.330636826421%	$ 64,474.18		$ 49,595.52		$ 34,716.87			
Flagler		0.389864712244%			$ 177,388.44		$ 136,452.65		$ 95,516.85		
	Flagler Counry		0.279755934409%	$ 54,552.41		$ 41,963.39		$ 29,374.37			
	Beverly Beach		0.000154338585%	$ 30.10		$ 23.15		$ 16.21			
	Bunnell		0.009501809575%	$ 1,852.85		$ 1,425.27		$ 997.69			
	Flagler Beach		0.015482883669%	$ 3,019.16		$ 2,322.43		$ 1,625.70			
	Marineland		0.000114392127%	$ 22.31		$ 17.16		$ 12.01			
	Palm Coast		0.084857169626%	$ 16,547.15		$ 12,728.58		$ 8,910.00			
Franklin		0.049911282550%			$ 22,709.63		$ 17,468.95		$ 12,228.26		
	Franklin County		0.046254365966%	$ 9,019.60		$ 6,938.15		$ 4,856.71			
	Apalachicola		0.001768538606%	$ 344.87		$ 265.28		$ 185.70			
	Carabelle		0.001888377978%	$ 368.23		$ 283.26		$ 198.28			
Gadsden		0.123656074077%			$ 56,263.51		$ 43,279.63		$ 30,295.74		
	Gadsden County		0.090211810642%	$ 17,591.30		$ 13,531.77		$ 9,472.24			

	Chattahoochee		0.004181667772%	$ 815.43		$ 627.25		$ 439.08			
	Greensboro		0.000492067723%	$ 95.95		$ 73.81		$ 51.67			
	Gretna		0.002240633101%	$ 436.92		$ 336.09		$ 235.27			
	Havana		0.005459954403%	$ 1,064.69		$ 818.99		$ 573.30			
	Midway		0.001202025213%	$ 234.39		$ 180.30		$ 126.21			
	Quincy		0.019867915223%	$ 3,874.24		$ 2,980.19		$ 2,086.13			
Gilchrist		0.0643337693555%			$ 29,271.87		$ 22,516.82		$ 15,761.77		
	Gilchrist County		0.061274233881%	$ 11,948.48		$ 9,191.14		$ 6,433.79			
	Bell		0.000099866143%	$ 19.47		$ 14.98		$ 10.49			
	Fanning Springs		0.000388570084%	$ 75.77		$ 58.29		$ 40.80			
	Trenton		0.002571099247%	$ 501.36		$ 385.66		$ 269.97			
Glades		0.0406128367585%			$ 18,478.84		$ 14,214.49		$ 9,950.15		
	Glades County		0.040420367464%	$ 7,881.97		$ 6,063.06		$ 4,244.14			
	Moore Haven		0.000192469294%	$ 37.53		$ 28.87		$ 20.21			
Gulf		0.059914238588%			$ 27,260.98		$ 20,969.98		$ 14,678.99		
	Gulf County		0.054715751905%	$ 10,669.57		$ 8,207.36		$ 5,745.15			
	Port St. Joe		0.004817179591%	$ 939.35		$ 722.58		$ 505.80			
	Wewahitchka		0.000381307092%	$ 74.35		$ 57.20		$ 40.04			
Hamilton		0.047941195910%			$ 21,813.24		$ 16,779.42		$ 11,745.59		
	Hamilton County		0.038817061931%	$ 7,569.33		$ 5,822.56		$ 4,075.79			
	Jasper		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Jennings		0.002623755940%	$ 511.63		$ 393.56		$ 275.49			
	White Springs		0.001630541754%	$ 317.96		$ 244.58		$ 171.21			
Hardee		0.067110048132%			$ 30,535.07		$ 23,488.52		$ 16,441.96		
	Hardee County		0.058100306280%	$ 11,329.56		$ 8,715.05		$ 6,100.53			
	Bowling Green		0.001797590575%	$ 350.53		$ 269.64		$ 188.75			
	Wauchula		0.006667426860%	$ 1,300.15		$ 1,000.11		$ 700.08			
	Zolfo Springs		0.000544724417%	$ 106.22		$ 81.71		$ 57.20			
Hendry		0.144460915297%			$ 65,729.72		$ 50,561.32		$ 35,392.92		
	Hendry County		0.122147187443%	$ 23,818.70		$ 18,322.08		$ 12,825.45			
	Clewiston		0.017589151414%	$ 3,429.88		$ 2,638.37		$ 1,846.86			
	LaBelle		0.004724576440%	$ 921.29		$ 708.69		$ 496.08			
Hernando		1.5100759949110%			$ 687,084.56		$ 528,526.58		$ 369,968.61		
	Hernando County		1.447521612849%	$ 282,266.71		$ 217,128.24		$ 151,989.77			
	Brooksville		0.061319627583%	$ 11,957.33		$ 9,197.94		$ 6,438.56			
	Weeki Wachee		0.001234708678%	$ 240.77		$ 185.21		$ 129.64			
Highlands		0.3571885102370%			$ 162,520.77		$ 125,015.98		$ 87,511.19		
	Highlands County		0.287621754986%	$ 56,086.24		$ 43,143.26		$ 30,200.28			
	Avon Park		0.025829016090%	$ 5,036.66		$ 3,874.35		$ 2,712.05			
	Lake Placid		0.005565267790%	$ 1,085.23		$ 834.79		$ 584.35			
	Sebring		0.038172471371%	$ 7,443.63		$ 5,725.87		$ 4,008.11			
Hillsborough		8.7109841136570%			$ 3,963,497.77		$ 3,048,844.44		$ 2,134,191.11		
	Hillsborough County		6.523111204400%	$ 1,272,006.68		$ 978,466.68		$ 684,926.68			
	Plant City		0.104218491142%	$ 20,322.61		$ 15,632.77		$ 10,942.94			
	Tampa		1.975671881253%	$ 385,256.02		$ 296,350.78		$ 207,445.55			
	Temple Terrace		0.107980721113%	$ 21,056.24		$ 16,197.11		$ 11,337.98			
Holmes		0.0816124278510%			$ 37,133.65		$ 28,564.35		$ 19,995.04		
	Holmes County		0.066805002459%	$ 13,026.98		$ 10,020.75		$ 7,014.53			
	Bonifay		0.006898026863%	$ 1,345.12		$ 1,034.70		$ 724.29			
	Esto		0.006269778036%	$ 1,222.61		$ 940.47		$ 658.33			
	Noma		0.001278286631%	$ 249.27		$ 191.74		$ 134.22			
	Ponce de Leon		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
	Westville		0.000179759057%	$ 35.05		$ 26.96		$ 18.87			
Indian River		0.7530760587810%			$ 342,649.61		$ 263,576.62		$ 184,503.63		
	Indian River County		0.623571460217%	$ 121,596.43		$ 93,535.72		$ 65,475.00			
	Fellsmere		0.004917045734%	$ 958.82		$ 737.56		$ 516.29			
	Indian River shores		0.025322422382%	$ 4,937.87		$ 3,798.36		$ 2,658.85			
	Orchid		0.000306861421%	$ 59.84		$ 46.03		$ 32.22			
	Sebastian		0.038315915467%	$ 7,471.60		$ 5,747.39		$ 4,023.17			
	Vero Beach		0.060642353558%	$ 11,825.26		$ 9,096.35		$ 6,367.45			
Jackson		0.158936058795%			$ 72,315.91		$ 55,627.62		$ 38,939.33		
	Jackson County		0.075213731704%	$ 14,666.68		$ 11,282.06		$ 7,897.44			
	Alford		0.000303229925%	$ 59.13		$ 45.48		$ 31.84			
	Bascom		0.000061735434%	$ 12.04		$ 9.26		$ 6.48			
	Campbellton		0.001648699234%	$ 321.50		$ 247.30		$ 173.11			
	Cottondale		0.001093080329%	$ 213.15		$ 163.96		$ 114.77			
	Graceville		0.002794436257%	$ 544.92		$ 419.17		$ 293.42			
	Grandridge		0.000030867717%	$ 6.02		$ 4.63		$ 3.24			
	Greenwood		0.001292812616%	$ 252.10		$ 193.92		$ 135.75			
	Jacob City		0.000481173235%	$ 93.83		$ 72.18		$ 50.52			
	Malone		0.000092603151%	$ 18.06		$ 13.89		$ 9.72			
	Marianna		0.073519638768%	$ 14,336.33		$ 11,027.95		$ 7,719.56			
	Sneads		0.002404050426%	$ 468.79		$ 360.61		$ 252.43			
Jefferson		0.040821647784%			$ 18,573.85		$ 14,287.58		$ 10,001.30		
	Jefferson County		0.037584169001%	$ 7,328.91		$ 5,637.63		$ 3,946.34			
	Monticello		0.003237478783%	$ 631.31		$ 485.62		$ 339.94			
Lafayette		0.031911772076%			$ 14,519.86		$ 11,169.12		$ 7,818.38		

	Lafayette County		0.031555885457%	$ 6,153.40		$ 4,733.38		$ 3,313.37	
	Mayo		0.000355886619%	$ 69.40		$ 53.38		$ 37.37	
Lake		1.139211224519%			$ 518,341.11		$ 398,723.93		$ 279,106.75
	Lake County		0.757453827343%	$ 147,703.50		$ 113,618.07		$ 79,532.65	
	Astatula		0.002727253579%	$ 531.81		$ 409.09		$ 286.36	
	Clermont		0.075909163209%	$ 14,802.29		$ 11,386.37		$ 7,970.46	
	Eustis		0.041929254098%	$ 8,176.20		$ 6,289.39		$ 4,402.57	
	Fruitland Park		0.008381493024%	$ 1,634.39		$ 1,257.22		$ 880.06	
	Groveland		0.026154034992%	$ 5,100.04		$ 3,923.11		$ 2,746.17	
	Howey-In-The-Hills		0.002981458307%	$ 581.38		$ 447.22		$ 313.05	
	Lady Lake		0.025048244426%	$ 4,884.41		$ 3,757.24		$ 2,630.07	
	Leesburg		0.091339390185%	$ 17,811.18		$ 13,700.91		$ 9,590.64	
	Mascotte		0.011415608025%	$ 2,226.04		$ 1,712.34		$ 1,198.64	
	Minneola		0.016058475803%	$ 3,131.40		$ 2,408.77		$ 1,686.14	
	Montverde		0.001347285057%	$ 262.72		$ 202.09		$ 141.46	
	Mount Dora		0.041021380070%	$ 7,999.17		$ 6,153.21		$ 4,307.24	
	Tavares		0.031820984673%	$ 6,205.09		$ 4,773.15		$ 3,341.20	
	Umatilla		0.005623371728%	$ 1,096.56		$ 843.51		$ 590.45	
Lee		3.325371883359%			$ 1,513,044.21		$ 1,163,880.16		$ 814,716.11
	Lee County		2.115268407509%	$ 412,477.34		$ 317,290.26		$ 222,103.18	
	Bonita Springs		0.017374893143%	$ 3,388.10		$ 2,606.23		$ 1,824.36	
	Cape Coral		0.714429677167%	$ 139,313.79		$ 107,164.45		$ 75,015.12	
	Estero		0.012080171813%	$ 2,355.63		$ 1,812.03		$ 1,268.42	
	Fort Myers		0.431100350585%	$ 84,064.57		$ 64,665.05		$ 45,265.54	
	Fort Myers Beach		0.000522935440%	$ 101.97		$ 78.44		$ 54.91	
	Sanibel		0.034595447702%	$ 6,746.11		$ 5,189.32		$ 3,632.52	
Leon		0.897199244939%			$ 408,225.66		$ 314,019.74		$ 219,813.82
	Leon County		0.471201146391%	$ 91,884.22		$ 70,680.17		$ 49,476.12	
	Tallahassee		0.425990898549%	$ 83,069.63		$ 63,899.71		$ 44,729.80	
Levy		0.251192401748%			$ 114,292.54		$ 87,917.34		$ 61,542.14
	Levy County		0.200131750679%	$ 39,025.69		$ 30,019.76		$ 21,013.83	
	Bronson		0.005701448894%	$ 1,111.78		$ 855.22		$ 598.65	
	Cedar Key		0.005180329202%	$ 1,010.16		$ 777.05		$ 543.93	
	Chiefland		0.015326729337%	$ 2,988.71		$ 2,299.01		$ 1,609.31	
	Fanning Springs		0.000808007885%	$ 157.56		$ 121.20		$ 84.84	
	Inglis		0.004976965420%	$ 970.51		$ 746.54		$ 522.58	
	Otter Creek		0.000408543312%	$ 79.67		$ 61.28		$ 42.90	
	Williston		0.017774357715%	$ 3,466.00		$ 2,666.15		$ 1,866.31	
	Yankeetown		0.000884269303%	$ 172.43		$ 132.64		$ 92.85	
Liberty		0.019399452225%			$ 8,826.75		$ 6,789.81		$ 4,752.87
	Liberty County		0.019303217578%	$ 3,764.13		$ 2,895.48		$ 2,026.84	
	Bristol		0.000096234647%	$ 18.77		$ 14.44		$ 10.10	
Madison		0.063540287455%			$ 28,910.83		$ 22,239.10		$ 15,567.37
	Madison County		0.053145129837%	$ 10,363.30		$ 7,971.77		$ 5,580.24	
	Greenville		0.000110760631%	$ 21.60		$ 16.61		$ 11.63	
	Lee		0.000019973229%	$ 3.89		$ 3.00		$ 2.10	
	Madison		0.010264423758%	$ 2,001.56		$ 1,539.66		$ 1,077.76	
Manatee		2.721323346235%			$ 1,238,202.12		$ 952,463.17		$ 666,724.22
	Manatee County		2.201647174006%	$ 429,321.20		$ 330,247.08		$ 231,172.95	
	Anna Maria		0.009930326116%	$ 1,936.41		$ 1,489.55		$ 1,042.68	
	Bradenton		0.379930754632%	$ 74,086.50		$ 56,989.61		$ 39,892.73	
	Bradenton Beach		0.014012127744%	$ 2,732.36		$ 2,101.82		$ 1,471.27	
	Holmes Beach		0.028038781473%	$ 5,467.56		$ 4,205.82		$ 2,944.07	
	Longboat Key		0.034895046131%	$ 6,804.53		$ 5,234.26		$ 3,663.98	
	Palmetto		0.052869136132%	$ 10,309.48		$ 7,930.37		$ 5,551.26	
Marion		1.701176168960%			$ 774,035.16		$ 595,411.66		$ 416,788.16
	Marion County		1.303728892837%	$ 254,227.13		$ 195,559.33		$ 136,891.53	
	Belleview		0.009799592256%	$ 1,910.92		$ 1,469.94		$ 1,028.96	
	Dunnellon		0.018400790795%	$ 3,588.15		$ 2,760.12		$ 1,932.08	
	McIntosh		0.000145259844%	$ 28.33		$ 21.79		$ 15.25	
	Ocala		0.368994504094%	$ 71,953.93		$ 55,349.18		$ 38,744.42	
	Reddick		0.000107129135%	$ 20.89		$ 16.07		$ 11.25	
Martin		0.869487298116%			$ 395,616.72		$ 304,320.55		$ 213,024.39
	Martin County		0.750762795758%	$ 146,398.75		$ 112,614.42		$ 78,830.09	
	Jupiter Island		0.020873839646%	$ 4,070.40		$ 3,131.08		$ 2,191.75	
	Ocean Breeze Park		0.008270732393%	$ 1,612.79		$ 1,240.61		$ 868.43	
	Sewall's Point		0.008356072551%	$ 1,629.43		$ 1,253.41		$ 877.39	
	Stuart		0.081223857767%	$ 15,838.65		$ 12,183.58		$ 8,528.51	
Miami-Dade		5.232119784173%			$ 2,380,614.50		$ 1,831,241.92		$ 1,281,869.35
	Miami-Dade County		4.282797675552%	$ 835,145.55		$ 642,419.65		$ 449,693.76	
	Aventura		0.024619727885%	$ 4,800.85		$ 3,692.96		$ 2,585.07	
	Bal Harbour		0.010041086747%	$ 1,958.01		$ 1,506.16		$ 1,054.31	
	Bay Harbor Islands		0.004272455175%	$ 833.13		$ 640.87		$ 448.61	
	Biscayne Park		0.001134842535%	$ 221.29		$ 170.23		$ 119.16	
	Coral Gables		0.071780152131%	$ 13,997.13		$ 10,767.02		$ 7,536.92	
	Cutler Bay		0.009414653668%	$ 1,835.86		$ 1,412.20		$ 988.54	
	Doral		0.013977628531%	$ 2,725.64		$ 2,096.64		$ 1,467.65	

	El Portal		0.000924215760%	$ 180.22		$ 138.63		$ 97.04			
	Florida City		0.003929278792%	$ 766.21		$ 589.39		$ 412.57			
	Golden Beach		0.002847092951%	$ 555.18		$ 427.06		$ 298.94			
	Hialeah		0.098015895785%	$ 19,113.10		$ 14,702.38		$ 10,291.67			
	Hialeah Gardens		0.005452691411%	$ 1,063.27		$ 817.90		$ 572.53			
	Homestead		0.024935668046%	$ 4,862.46		$ 3,740.35		$ 2,618.25			
	Indian Creek		0.002543863026%	$ 496.05		$ 381.58		$ 267.11			
	Key Biscayne		0.013683477346%	$ 2,668.28		$ 2,052.52		$ 1,436.77			
	Medley		0.008748274131%	$ 1,705.91		$ 1,312.24		$ 918.57			
	Miami		0.292793005448%	$ 57,094.64		$ 43,918.95		$ 30,743.27			
	Miami Beach		0.181409572478%	$ 35,374.87		$ 27,211.44		$ 19,048.01			
	Miami Gardens		0.040683650932%	$ 7,933.31		$ 6,102.55		$ 4,271.78			
	Miami Lakes		0.007836768608%	$ 1,528.17		$ 1,175.52		$ 822.86			
	Miami Shores		0.006287935516%	$ 1,226.15		$ 943.19		$ 660.23			
	Miami Springs		0.006169911893%	$ 1,203.13		$ 925.49		$ 647.84			
	North Bay Village		0.005160355974%	$ 1,006.27		$ 774.05		$ 541.84			
	North Miami		0.030379280717%	$ 5,923.96		$ 4,556.89		$ 3,189.82			
	North Miami Beach		0.030391990953%	$ 5,926.44		$ 4,558.80		$ 3,191.16			
	Opa-locka		0.007847663096%	$ 1,530.29		$ 1,177.15		$ 824.00			
	Palmetto Bay		0.007404620570%	$ 1,443.90		$ 1,110.69		$ 777.49			
	Pinecrest		0.008296152866%	$ 1,617.75		$ 1,244.42		$ 871.10			
	South Miami		0.007833137111%	$ 1,527.46		$ 1,174.97		$ 822.48			
	Sunny Isles Beach		0.007693324511%	$ 1,500.20		$ 1,154.00		$ 807.80			
	Surfside		0.004869836285%	$ 949.62		$ 730.48		$ 511.33			
	Sweetwater		0.004116300842%	$ 802.68		$ 617.45		$ 432.21			
	Virginia Gardens		0.001172973244%	$ 228.73		$ 175.95		$ 123.16			
	West Miami		0.002654623657%	$ 517.65		$ 398.19		$ 278.74			
Monroe		0.476388738585%			$ 216,756.88		$ 166,736.06		$ 116,715.24		
	Monroe County		0.330124785469%	$ 64,374.33		$ 49,518.72		$ 34,663.10			
	Islamorada		0.022357305808%	$ 4,359.67		$ 3,353.60		$ 2,347.52			
	Key Colony Beach		0.004751812661%	$ 926.60		$ 712.77		$ 498.94			
	Key West		0.088087385417%	$ 17,177.04		$ 13,213.11		$ 9,249.18			
	Layton		0.000150707089%	$ 29.39		$ 22.61		$ 15.82			
	Marathon		0.030916742141%	$ 6,028.76		$ 4,637.51		$ 3,246.26			
Nassau		0.476933463002%			$ 217,004.73		$ 166,926.71		$ 116,848.70		
	Nassau County		0.392706357951%	$ 76,577.74		$ 58,905.95		$ 41,234.17			
	Callahan		0.000225152759%	$ 43.90		$ 33.77		$ 23.64			
	Fernandina Beach		0.083159445195%	$ 16,216.09		$ 12,473.92		$ 8,731.74			
	Hillard		0.000842507098%	$ 164.29		$ 126.38		$ 88.46			
Okaloosa		0.819212865955%			$ 372,741.85		$ 286,724.50		$ 200,707.15		
	Okaloosa County		0.612059617545%	$ 119,351.63		$ 91,808.94		$ 64,266.26			
	Cinco Bayou		0.000733562214%	$ 143.04		$ 110.03		$ 77.02			
	Crestview		0.070440130066%	$ 13,735.83		$ 10,566.02		$ 7,396.21			
	Destin		0.014678507281%	$ 2,862.31		$ 2,201.78		$ 1,541.24			
	Fort Walton Beach		0.077837487644%	$ 15,178.31		$ 11,675.62		$ 8,172.94			
	Laurel Hill		0.000079892914%	$ 15.58		$ 11.98		$ 8.39			
	Mary Esther		0.009356549730%	$ 1,824.53		$ 1,403.48		$ 982.44			
	Niceville		0.021745398713%	$ 4,240.35		$ 3,261.81		$ 2,283.27			
	Shalimar		0.001824826796%	$ 355.84		$ 273.72		$ 191.61			
	Valparaiso		0.010456893052%	$ 2,039.09		$ 1,568.53		$ 1,097.97			
Okeechobee		0.353495278692%			$ 160,840.35		$ 123,723.35		$ 86,606.34		
	Okeechobee County		0.314543851405%	$ 61,336.05		$ 47,181.58		$ 33,027.10			
	Okeechobee		0.038951427287%	$ 7,595.53		$ 5,842.71		$ 4,089.90			
Orange		4.671028214546%			$ 2,125,317.84		$ 1,634,859.88		$ 1,144,401.91		
	Orange County		3.063330386979%	$ 597,349.43		$ 459,499.56		$ 321,649.69			
	Apopka		0.097215150892%	$ 18,956.95		$ 14,582.27		$ 10,207.59			
	Bay Lake		0.023566594013%	$ 4,595.49		$ 3,534.99		$ 2,474.49			
	Belle Isle		0.010798253686%	$ 2,105.66		$ 1,619.74		$ 1,133.82			
	Eatonville		0.008325204835%	$ 1,623.41		$ 1,248.78		$ 874.15			
	Edgewood		0.009716067845%	$ 1,894.63		$ 1,457.41		$ 1,020.19			
	Lake Buena Vista		0.010355211161%	$ 2,019.27		$ 1,553.28		$ 1,087.30			
	Maitland		0.046728276209%	$ 9,112.01		$ 7,009.24		$ 4,906.47			
	Oakland		0.005429086686%	$ 1,058.67		$ 814.36		$ 570.05			
	Ocoee		0.066599822928%	$ 12,986.97		$ 9,989.97		$ 6,992.98			
	Orlando		1.160248481490%	$ 226,248.45		$ 174,037.27		$ 121,826.09			
	Windemere		0.007548064667%	$ 1,471.87		$ 1,132.21		$ 792.55			
	Winter Garden		0.056264584996%	$ 10,971.59		$ 8,439.69		$ 5,907.78			
	Winter Park		0.104903028159%	$ 20,456.09		$ 15,735.45		$ 11,014.82			
Osceola		1.073452092940%			$ 488,420.70		$ 375,708.23		$ 262,995.76		
	Osceola County		0.837248691390%	$ 163,263.49		$ 125,587.30		$ 87,911.11			
	Kissimmee		0.162366006872%	$ 31,661.37		$ 24,354.90		$ 17,048.43			
	St. Cloud		0.073837394678%	$ 14,398.29		$ 11,075.61		$ 7,752.93			
Palm Beach		8.601594372053%			$ 3,913,725.44		$ 3,010,558.03		$ 2,107,390.62		
	Palm Beach County		5.552548475026%	$ 1,082,746.95		$ 832,882.27		$ 583,017.59			
	Atlantis		0.018751230169%	$ 3,656.49		$ 2,812.68		$ 1,968.88			
	Belle Glade		0.020828445945%	$ 4,061.55		$ 3,124.27		$ 2,186.99			
	Boca Raton		0.472069073961%	$ 92,053.47		$ 70,810.36		$ 49,567.25			

	Boynton Beach		0.306498271771%	$ 59,767.16		$ 45,974.74		$ 32,182.32			
	Briny Breezes		0.003257452012%	$ 635.20		$ 488.62		$ 342.03			
	Cloud Lake		0.000188837798%	$ 36.82		$ 28.33		$ 19.83			
	Delray Beach		0.351846579457%	$ 68,610.08		$ 52,776.99		$ 36,943.89			
	Glen Ridge		0.000052656694%	$ 10.27		$ 7.90		$ 5.53			
	Golf		0.004283349663%	$ 835.25		$ 642.50		$ 449.75			
	Greenacres		0.076424835657%	$ 14,902.84		$ 11,463.73		$ 8,024.61			
	Gulf Stream		0.010671151322%	$ 2,080.87		$ 1,600.67		$ 1,120.47			
	Haverhill		0.001084001589%	$ 211.38		$ 162.60		$ 113.82			
	Highland Beach		0.032510968934%	$ 6,339.64		$ 4,876.65		$ 3,413.65			
	Hypoluxo		0.005153092982%	$ 1,004.85		$ 772.96		$ 541.07			
	Juno Beach		0.016757538804%	$ 3,267.72		$ 2,513.63		$ 1,759.54			
	Jupiter Island		0.125466374888%	$ 24,465.94		$ 18,819.96		$ 13,173.97			
	Jupiter Inlet Colony		0.005276563849%	$ 1,028.93		$ 791.48		$ 554.04			
	Lake Clarke Shores		0.007560774903%	$ 1,474.35		$ 1,134.12		$ 793.88			
	Lake Park		0.029433275980%	$ 5,739.49		$ 4,414.99		$ 3,090.49			
	Lake Worth		0.117146617298%	$ 22,843.59		$ 17,571.99		$ 12,300.39			
	Lantana		0.024507151505%	$ 4,778.89		$ 3,676.07		$ 2,573.25			
	Loxahatchee Groves		0.002531152789%	$ 493.57		$ 379.67		$ 265.77			
	Manalapan		0.021632822333%	$ 4,218.40		$ 3,244.92		$ 2,271.45			
	Mangonia Park		0.010696571795%	$ 2,085.83		$ 1,604.49		$ 1,123.14			
	North Palm Beach		0.044349646256%	$ 8,648.18		$ 6,652.45		$ 4,656.71			
	Ocean Ridge		0.012786497807%	$ 2,493.37		$ 1,917.97		$ 1,342.58			
	Pahokee		0.004018250447%	$ 783.56		$ 602.74		$ 421.92			
	Palm Beach		0.185476848123%	$ 36,167.99		$ 27,821.53		$ 19,475.07			
	Palm Beach Gardens		0.233675880257%	$ 45,566.80		$ 35,051.38		$ 24,535.97			
	Palm Beach Shores		0.014135598612%	$ 2,756.44		$ 2,120.34		$ 1,484.24			
	Palm Springs		0.038021764282%	$ 7,414.24		$ 5,703.26		$ 3,992.29			
	Riviera Beach		0.163617057282%	$ 31,905.33		$ 24,542.56		$ 17,179.79			
	Royal Palm Beach		0.049295743959%	$ 9,612.67		$ 7,394.36		$ 5,176.05			
	South Bay		0.001830274040%	$ 356.90		$ 274.54		$ 192.18			
	South Palm Beach		0.005866681967%	$ 1,144.00		$ 880.00		$ 616.00			
	Tequesta		0.031893614595%	$ 6,219.25		$ 4,784.04		$ 3,348.83			
	Wellington		0.050183644758%	$ 9,785.81		$ 7,527.55		$ 5,269.28			
	West Palm Beach		0.549265602541%	$ 107,106.79		$ 82,389.84		$ 57,672.89			
Pasco		4.692087260494%			$ 2,134,899.70		$ 1,642,230.54		$ 1,149,561.38		
	Pasco County		4.319205239813%	$ 842,245.02		$ 647,880.79		$ 453,516.55			
	Dade City		0.055819726723%	$ 10,884.85		$ 8,372.96		$ 5,861.07			
	New Port Richey		0.149879107494%	$ 29,226.43		$ 22,481.87		$ 15,737.31			
	Port Richey		0.049529975458%	$ 9,658.35		$ 7,429.50		$ 5,200.65			
	San Antonio		0.002189792155%	$ 427.01		$ 328.47		$ 229.93			
	St. Leo		0.002790804761%	$ 544.21		$ 418.62		$ 293.03			
	Zephyrhills		0.112672614089%	$ 21,971.16		$ 16,900.89		$ 11,830.62			
Pinellas		7.934889816777%			$ 3,610,374.87		$ 2,777,211.44		$ 1,944,048.01		
	Pinellas County		4.546593184553%	$ 886,585.67		$ 681,988.98		$ 477,392.28			
	Belleair		0.018095745121%	$ 3,528.67		$ 2,714.36		$ 1,900.05			
	Belleair Beach		0.004261560686%	$ 831.00		$ 639.23		$ 447.46			
	Belleair Bluffs		0.007502670965%	$ 1,463.02		$ 1,125.40		$ 787.78			
	Belleair Shore		0.000439411029%	$ 85.69		$ 65.91		$ 46.14			
	Clearwater		0.633863120196%	$ 123,603.31		$ 95,079.47		$ 66,555.63			
	Dunedin		0.102440873796%	$ 19,975.97		$ 15,366.13		$ 10,756.29			
	Gulfport		0.047893986460%	$ 9,339.33		$ 7,184.10		$ 5,028.87			
	Indian Rocks Beach		0.008953453662%	$ 1,745.92		$ 1,343.02		$ 940.11			
	Indian Shores		0.011323004874%	$ 2,207.99		$ 1,698.45		$ 1,188.92			
	Kenneth City		0.017454786058%	$ 3,403.68		$ 2,618.22		$ 1,832.75			
	Largo		0.374192990777%	$ 72,967.63		$ 56,128.95		$ 39,290.26			
	Madeira Beach		0.022616957779%	$ 4,410.31		$ 3,392.54		$ 2,374.78			
	North Reddington Beach		0.003820333909%	$ 744.97		$ 573.05		$ 401.14			
	Oldsmar		0.039421706033%	$ 7,687.23		$ 5,913.26		$ 4,139.28			
	Pinellas Park		0.251666311991%	$ 49,074.93		$ 37,749.95		$ 26,424.96			
	Redington Beach		0.003611522882%	$ 704.25		$ 541.73		$ 379.21			
	Redington Shores		0.006451352841%	$ 1,258.01		$ 967.70		$ 677.39			
	Safety Harbor		0.038061710740%	$ 7,422.03		$ 5,709.26		$ 3,996.48			
	Seminole		0.095248695748%	$ 18,573.50		$ 14,287.30		$ 10,001.11			
	South Pasadena		0.029968921656%	$ 5,843.94		$ 4,495.34		$ 3,146.74			
	St. Pete Beach		0.071791046619%	$ 13,999.25		$ 10,768.66		$ 7,538.06			
	St. Petersburg		1.456593090134%	$ 284,035.65		$ 218,488.96		$ 152,942.27			
	Tarpon Springs		0.101970595050%	$ 19,884.27		$ 15,295.59		$ 10,706.91			
	Treasure Island		0.040652783215%	$ 7,927.29		$ 6,097.92		$ 4,268.54			
Polk		2.150483025298%			$ 978,469.78		$ 752,669.06		$ 526,868.34		
	Polk County		1.558049828484%	$ 303,819.72		$ 233,707.47		$ 163,595.23			
	Auburndale		0.028636162584%	$ 5,584.05		$ 4,295.42		$ 3,006.80			
	Bartow		0.043971970660%	$ 8,574.53		$ 6,595.80		$ 4,617.06			
	Davenport		0.005305615818%	$ 1,034.60		$ 795.84		$ 557.09			
	Dundee		0.005597951255%	$ 1,091.60		$ 839.69		$ 587.78			
	Eagle Lake		0.002580177987%	$ 503.13		$ 387.03		$ 270.92			
	Fort Meade		0.007702403251%	$ 1,501.97		$ 1,155.36		$ 808.75			

	Frostproof		0.0058576032227%	$ 1,142.23			$ 878.64		$ 615.05		
	Haines City		0.0479847738634%	$ 9,357.03			$ 7,197.72		$ 5,038.40		
	Highland Park		0.0000635551182%	$ 12.39			$ 9.53		$ 6.67		
	Hillcrest Heights		0.0000054472444%	$ 1.06			$ 0.82		$ 0.57		
	Lake Alfred		0.0074899607294%	$ 1,460.54			$ 1,123.49		$ 786.45		
	Lake Hamilton		0.0025402315304%	$ 495.35			$ 381.03		$ 266.72		
	Lakeland		0.2948756684684%	$ 57,500.76			$ 44,231.35		$ 30,961.95		
	Lake Wales		0.0362931721344%	$ 7,077.17			$ 5,443.98		$ 3,810.78		
	Mulberry		0.0054145607024%	$ 1,055.84			$ 812.18		$ 568.53		
	Polk City		0.0010803700934%	$ 210.67			$ 162.06		$ 113.44		
	Winter Haven		0.0970335760874%	$ 18,921.55			$ 14,555.04		$ 10,188.53		
Putnam		0.3848931940684%			$ 175,126.40			$ 134,712.62		$ 94,298.83	
	Putnam County		0.3292259901824%	$ 64,199.07			$ 49,383.90		$ 34,568.73		
	Crescent City		0.0055616362944%	$ 1,084.52			$ 834.25		$ 583.97		
	Interlachen		0.0018774834894%	$ 366.11			$ 281.62		$ 197.14		
	Palatka		0.0469552447164%	$ 9,156.27			$ 7,043.29		$ 4,930.30		
	Pomona Park		0.0003794913444%	$ 74.00			$ 56.92		$ 39.85		
	Welaka		0.0008933480434%	$ 174.20			$ 134.00		$ 93.80		
Santa Rosa		0.7012673195134%			$ 319,076.63			$ 245,443.56		$ 171,810.49	
	Santa Rosa County		0.5925239842164%	$ 115,542.18			$ 88,878.60		$ 62,215.02		
	Gulf Breeze		0.0619515079064%	$ 12,080.54			$ 9,292.73		$ 6,504.91		
	Jay		0.0001597858294%	$ 31.16			$ 23.97		$ 16.78		
	Milton		0.0466320415624%	$ 9,093.25			$ 6,994.81		$ 4,896.36		
Sarasota		2.8050438575794%			$ 1,276,294.96			$ 981,765.35		$ 687,235.75	
	Sarasota County		1.9243152632514%	$ 375,241.48			$ 288,647.29		$ 202,053.10		
	Longboat Key		0.0444894588564%	$ 8,675.44			$ 6,673.42		$ 4,671.39		
	North Port		0.2096117712774%	$ 40,874.30			$ 31,441.77		$ 22,009.24		
	Sarasota		0.4842799796354%	$ 94,434.60			$ 72,642.00		$ 50,849.40		
	Venice		0.1423473845604%	$ 27,757.74			$ 21,352.11		$ 14,946.48		
Seminole		2.1411482645444%			$ 974,222.46			$ 749,401.89		$ 524,581.32	
	Seminole County		1.5086941648394%	$ 294,195.36			$ 226,304.12		$ 158,412.89		
	Altamonte Springs		0.0813055664304%	$ 15,854.59			$ 12,195.83		$ 8,537.08		
	Casselberry		0.0800345427914%	$ 15,606.74			$ 12,005.18		$ 8,403.63		
	Lake Mary		0.0797676278274%	$ 15,554.69			$ 11,965.14		$ 8,375.60		
	Longwood		0.0617100134154%	$ 12,033.45			$ 9,256.50		$ 6,479.55		
	Oviedo		0.1031308580574%	$ 20,110.52			$ 15,469.63		$ 10,828.74		
	Sanford		0.1642434903624%	$ 32,027.48			$ 24,636.52		$ 17,245.57		
	Winter Springs		0.0622620008244%	$ 12,141.09			$ 9,339.30		$ 6,537.51		
St. Johns		0.7103333495544%			$ 323,201.67			$ 248,616.67		$ 174,031.67	
	St. Johns County		0.6563348181314%	$ 127,985.29			$ 98,450.22		$ 68,915.16		
	Hastings		0.0000108944884%	$ 2.12			$ 1.63		$ 1.14		
	Marineland		0.0000000000004%	$ -			$ -		$ -		
	St. Augustine		0.0465103864424%	$ 9,069.53			$ 6,976.56		$ 4,883.59		
	St. Augustine Beach		0.0074772504934%	$ 1,458.06			$ 1,121.59		$ 785.11		
St. Lucie		1.5066278435524%			$ 685,515.67			$ 527,319.75		$ 369,123.82	
	St. Lucie County		0.9561565843024%	$ 186,450.53			$ 143,423.49		$ 100,396.44		
	Fort Pierce		0.1595352556544%	$ 31,109.37			$ 23,930.29		$ 16,751.20		
	Port St. Lucie		0.3908034539894%	$ 76,206.67			$ 58,620.52		$ 41,034.36		
	St. Lucie Village		0.0001325496084%	$ 25.85			$ 19.88		$ 13.92		
Sumter		0.3263988704594%			$ 148,511.49			$ 114,239.60		$ 79,967.72	
	Sumter County		0.3022730260464%	$ 58,943.24			$ 45,340.95		$ 31,738.67		
	Bushnell		0.0066075071744%	$ 1,288.46			$ 991.13		$ 693.79		
	Center Hill		0.0013127858444%	$ 255.99			$ 196.92		$ 137.84		
	Coleman		0.0007480881994%	$ 145.88			$ 112.21		$ 78.55		
	Webster		0.0014235464764%	$ 277.59			$ 213.53		$ 149.47		
	Wildwood		0.0140339167214%	$ 2,736.61			$ 2,105.09		$ 1,473.56		
Suwannee		0.1910148796924%			$ 86,911.77			$ 66,855.21		$ 46,798.65	
	Suwannee County		0.1610278005554%	$ 31,400.42			$ 24,154.17		$ 16,907.92		
	Branford		0.0009296630044%	$ 181.28			$ 139.45		$ 97.61		
	Live Oak		0.0290574161324%	$ 5,666.20			$ 4,358.61		$ 3,051.03		
Taylor		0.0921818972824%			$ 41,942.76			$ 32,263.66		$ 22,584.56	
	Taylor County		0.0699698513194%	$ 13,644.12			$ 10,495.48		$ 7,346.83		
	Perry		0.0222120459634%	$ 4,331.35			$ 3,331.81		$ 2,332.26		
Union		0.0651563032244%			$ 29,646.12			$ 22,804.71		$ 15,963.29	
	Union County		0.0636292591094%	$ 12,407.71			$ 9,544.39		$ 6,681.07		
	Lake Butler		0.0013981260034%	$ 272.63			$ 209.72		$ 146.80		
	Raiford		0.0000127102364%	$ 2.48			$ 1.91		$ 1.33		
	Worthington Springs		0.0001162078764%	$ 22.66			$ 17.43		$ 12.20		
Volusia		3.1303296744804%			$ 1,424,300.00			$ 1,095,615.39		$ 766,930.77	
	Volusia County		1.7085753422874%	$ 333,172.19			$ 256,286.30		$ 179,400.41		
	Daytona Beach		0.4475564752124%	$ 87,273.51			$ 67,133.47		$ 46,993.43		
	Daytona Beach Shores		0.0397430934394%	$ 7,749.90			$ 5,961.46		$ 4,173.02		
	DeBary		0.0352836162154%	$ 6,880.31			$ 5,292.54		$ 3,704.78		
	DeLand		0.0989836894984%	$ 19,301.82			$ 14,847.55		$ 10,393.29		
	Deltona		0.1993291900384%	$ 38,869.19			$ 29,899.38		$ 20,929.56		
	Edgewater		0.0580422023434%	$ 11,318.23			$ 8,706.33		$ 6,094.43		
	Flagler Beach		0.0002233370114%	$ 43.55			$ 33.50		$ 23.45		

	Holly Hill		0.0316158051436%	$ 6,165.08		$ 4,742.37		$ 3,319.66			
	Lake Helen		0.0049188614826%	$ 959.18		$ 737.83		$ 516.48			
	New Smyrna Beach		0.1040659683066%	$ 20,292.86		$ 15,609.90		$ 10,926.93			
	Oak Hill		0.0048208110876%	$ 940.06		$ 723.12		$ 506.19			
	Orange City		0.0335622870586%	$ 6,544.65		$ 5,034.34		$ 3,524.04			
	Ormond Beach		0.1146445164776%	$ 22,355.68		$ 17,196.68		$ 12,037.67			
	Pierson		0.0023332362516%	$ 454.98		$ 349.99		$ 244.99			
	Ponce Inlet		0.0238135357486%	$ 4,643.64		$ 3,572.03		$ 2,500.42			
	Port Orange		0.1775965015626%	$ 34,631.32		$ 26,639.48		$ 18,647.63			
	South Daytona		0.0452212053236%	$ 8,818.14		$ 6,783.18		$ 4,748.23			
Wakulla		0.1151293212086%			$ 52,383.84		$ 40,295.26		$ 28,206.68		
	Wakulla County		0.1149531936476%	$ 22,415.87		$ 17,242.98		$ 12,070.09			
	Sopchoppy		0.0001071291356%	$ 20.89		$ 16.07		$ 11.25			
	St. Marks		0.0000689984266%	$ 13.45		$ 10.35		$ 7.24			
Walton		0.2685582161516%			$ 122,193.99		$ 93,995.38		$ 65,796.76		
	Walton County		0.2242684895816%	$ 43,732.36		$ 33,640.27		$ 23,548.19			
	DeFuniak Springs		0.0170571372346%	$ 3,326.14		$ 2,558.57		$ 1,791.00			
	Freeport		0.0032901354776%	$ 641.58		$ 493.52		$ 345.46			
	Paxton		0.0239424538606%	$ 4,668.78		$ 3,591.37		$ 2,513.96			
Washington		0.1201244441096%			$ 54,656.62		$ 42,043.56		$ 29,430.49		
	Washington County		0.1049084754046%	$ 20,457.15		$ 15,736.27		$ 11,015.39			
	Caryville		0.0014017574996%	$ 273.34		$ 210.26		$ 147.18			
	Chipley		0.0125504505606%	$ 2,447.34		$ 1,882.57		$ 1,317.80			
	Ebro		0.0002215212636%	$ 43.20		$ 33.23		$ 23.26			
	Vernon		0.0003613338636%	$ 70.46		$ 54.20		$ 37.94			
	Wausau		0.0006809055216%	$ 132.78		$ 102.14		$ 71.50			
		100.00%	100.00%	$ 19,500,000.00	$ 45,500,000.00	$ 15,000,000.00	$ 35,000,000.00	$ 10,500,000.00	$ 24,500,000.00		

PURDUE PHARMA L.P.

ABATEMENT PLAN TERM SHEET

SUMMARY OF TERMS AND CONDITIONS

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT[1]

Issue	Description
1. APPLICABILITY OF AGREEMENT	These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the "**Chapter 11 Plan**") in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, "**Purdue**") pending in the U.S. Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") between the states, territories and the District of Columbia (each a "**State**") on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act ("**DDLA Claims**") under State law (collectively, the "**Local Governments**"), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a "**Tribe**") on the other.
2. PURPOSE	Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.[2]

[1] As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

[2] *See, e.g.,* Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(' "I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it's more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important."); *id.* At 175:24-176:6 ("I also think, and again, I didn't say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily."); Hr'g Tr. At 165:3-165:14 (Nov. 19, 2019) ("I continue to believe that the states play a major role in [the allocation] process. The role I'm envisioning for them is not one where they say we get everything.

Issue	Description
	This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the "**Abatement Funds**") to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (**Abatement Funds** net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as "**Public Funds**"). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%)of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in **Schedule B** (the "**Approved Opioid Abatement Uses**"); (ii) priority shall be given to the core abatement strategies ("**Core Strategies**") as identified on **Schedule A**; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of **Public Funds** for implementing those programs and in connection with the Government Participation Mechanism[3] (**"Allowed Administrative Expenses,"** and together with the **Approved Opioid Abatement Uses**, "**Approved Uses**").[4] Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute **Approved Opioid Abatement Uses** may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds.
3. GENERAL NOTES	The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state."); Hr'g Tr. at 75:19-76:1 (Jan. 24, 2020) ("Even if there ultimately is an allocation here – and there's not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors' value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . . .").

[3] Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

[4] Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue's chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

Issue	Description
	approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims. a. Resolution of States' and Local Governments' claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized. b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages. c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately. d. All **Public Funds** distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such **Approved Uses**. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan.
4. DISBURSEMENT OF FUNDS	**Disbursement of Abatement Funds** The Bankruptcy Court shall appoint [a third-party administrator ("**Administrator**")] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions. [Points to be addressed regarding disbursements:

Issue	Description
	• Trigger and timing for disbursements. • Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients. • Possible creation of template document for Abatement Funds distribution requests. • If trust mechanism is employed, trust location and governing law.]
5. ATTORNEYS' FEES AND COSTS FUND	A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered.
6. TRIBAL ABATEMENT FUNDING	a. [X%] of the **Abatement Funds** will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments. b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan. c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see **Schedule B**) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.[5] The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as **Schedule [ ]**. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native

[5] [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]

Issue	Description
	people and that may play an important role in both individual and public health efforts and responses in Native communities.
7. DIVISION OF PUBLIC FUNDS	**Public Funds** are allocated among the States, the District of Columbia and Territories in the percentages set forth on **Schedule C**. Except as set forth below in section 7(C) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following: 1. **Statewide Agreement**. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan][6] (the "**Agreement Date**") to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a "**Statewide Abatement Agreement**" or "**SAA**"). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement. A **Statewide Abatement Agreement** shall be agreed when it has been approved by the State and either (a) representatives[7] of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.[8]

[6] Should there be provision for extension of the date for filing Statewide Abatement Agreement?
[7] An authorized "representative" of local, or even State, government can differ in this Term Sheet depending on the context.
[8] All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

Issue	Description
	Population Percentages shall be determined as follows: For States with counties or parishes that function as Local Governments,[9] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,[10] divided by (b) 200% of the State's population. A "**Primary Incorporated Municipality**" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population. The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court. 2. **Default Allocation Mechanism (excluding Territories and DC addressed below).** The **Public Funds** allocable to a State that is not party to a **Statewide Abatement Agreement** as defined in 7(1) above (each a "**Non-SAA State**") shall be allocated as between the State and its Local Governments to be

[9] The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

[10] Discuss how to deal with cities and towns that straddle counties.

Issue	Description
	used only for **Approved Uses**, in accordance with this Section (B) (the "**Default Allocation Mechanism**"). a. **Regions.** Except as provided in the final sentence of this paragraph, each **Non-SAA State** shall be divided into "**Regions**" as follows: (a) each **Qualifying Block Grantee** (as defined below) shall constitute a **Region**; and (b) the balance of the State shall be divided into **Regions** (such **Regions** to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-**Qualifying Block Grantee Regions** are referred to herein as "**Standard Regions**"). The **Non-SAA States** which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish **Regions**;[11] such a State that does not establish **Regions** but which does contain one or more **Qualifying Block Grantees** shall be deemed to consist of one **Region** for each **Qualifying Block Grantee** and one **Standard Region** for the balance of the State. b. **Regional Apportionment**. **Public Funds** shall be allocated to each **Non-SAA State, as defined in 7(1) above,** as (a) a **Regional Apportionment** or (b) a **Non-Regional Apportionment** based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows: i. **First $1 billion** – 70% Regional Apportionment/30% Non-Regional Apportionment ii. **$1-$2.5 billion** – 64% Regional Apportionment /36% Non-Regional Apportionment iii. **$2.5-$3.5 billion** – 60% Regional Apportionment /40% Non-Regional Apportionment iv. **Above $3.5 billion** – 50% Regional Apportionment /50% Non-Regional Apportionment

[11] To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai'i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].

Issue	Description
	c. **Qualifying Block Grantee.** A "**Qualifying Local Government**" means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (*e.g.*, health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.[12] A **Qualifying Local Government** that elects to receive **Public Funds** through Local Government Block Grants is referred to herein as a **Qualifying Block Grantee**.[13] d. **Proportionate Shares of Regional Apportionment.** As used herein, the "**Proportionate Share**" of each **Region** in each **Non-SAA State** shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such **Region** under the allocation model employed in connection with the Purdue Bankruptcy (the "**Allocation Model**"),[14] divided by the aggregate shares for all counties or parishes in the State under the **Allocation Model**; and (b) for all other States, the aggregate shares of the cities and towns in that **Region** under the **Allocation Model's** intra-county allocation formula, divided by the aggregate shares for all cities and towns[15] in the State under the **Allocation Model**. e. **Expenditure or Disbursement of Regional Apportionment.** Subject to 7(2)(i) below regarding **Allowed Administrative Expenses**, all **Regional Apportionments** shall be disbursed or expended in the form of **Local Government Block Grants** or otherwise for **Approved Opioids Abatement Uses** in the **Standard Regions** of each **Non-SAA State**.

[12] As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

[13] [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

[14] Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

[15] Should this be all cities and towns or only primary incorporated municipalities?

Issue	Description
	f. **Qualifying Block Grantees.** Each **Qualifying Block Grantee** shall receive its **Regional Apportionment** as a block grant (a "**Local Government Block Grant**"). **Local Government Block Grants** shall be used only for **Approved Opioid Abatement Uses** by the **Qualifying Block Grantee** or for grants to organizations within its jurisdiction for **Approved Opioid Abatement Uses** and for **Allowed Administrative Expenses** in accordance with 7(2)(i) below. Where a municipality located wholly within a **Qualifying Block Grantee** would independently qualify as a block grant recipient ("**Independently Qualifying Municipality**"), the **Qualifying Block Grantee** and **Independently Qualifying Municipality** must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the **Independently Qualifying Municipality** and the **Qualifying Block Grantee** cannot reach such an agreement on or before the **Agreement Date [or some later specified date]**, the **Qualifying Block Grantee** will receive the **Local Government Block Grant** for its full **Proportionate Share** and commit programming expenditures to the benefit of the **Independently Qualifying Municipality** in general proportion to **Proportionate Shares** (determined as provided in 7(2)(d) above) of the municipalities within the **Qualifying Block Grantee**. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program. g. **Standard Regions.** The portions of each **Regional Apportionment** not disbursed in the form of **Local Government Block Grants** shall be expended throughout the **Standard Regions** of each **Non-SAA State** in accordance with 95%-105% of the respective **Proportionate Shares** of such **Standard Regions**. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the **Government Participation Mechanism** described in Section 8 below. This regional spending requirement may be met by delivering **Approved Opioid Abatement Use** services or programs to a **Standard Region** or its residents. Delivery of such services or programs can be

Issue	Description
	accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following: i. State agencies, including local offices; ii. Local governments, including local government health departments; iii. State public hospital or health systems; iv. Health care delivery districts; v. Contracting with abatement service providers, including nonprofit and commercial entities; or vi. Awarding grants to local programs. h. **Expenditure or Disbursement of Public Funds Other Than Regional Apportionment.** All **Public Funds** allocable to a **Non-SAA State** that are not included in the State's **Regional Apportionment** shall be expended only on **Approved Uses**. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. **Qualifying Block Grantees** will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other **Regions.** i. **Allowed Administrative Expenses. Qualifying Block Grantees** States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund **Local Government Block Grants,** for **Allowed Administrative Expenses. Qualifying Block Grantees** may use up to 5% of their **Local Government Block Grants** to fund their **Allowed Administrative Expenses.** 3. **Records.** The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.[16] **Qualifying Block Grantees** shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds.

[16] Additional records and reporting requirements?

Issue	Description
	(C) Allocation for Territories and the District of Columbia Only The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory's or District of Columbia's executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date].[17]
8. GOVERNMENT PARTICIPATION MECHANISM	In each **Non-SAA State**, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the "**Government Participation Mechanism**" or "**GPM**") in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed. Government Participation Mechanisms shall conform to the following: (A) ***Composition***. For each State, a. the State, on the one hand, and State's Local Governments, on the other hand, shall have equal representation on a GPM; b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State's Qualifying Block Grantees; c. the GPM will be chaired by a non-voting Chairperson appointed by the State; d. Groups formed by the States' executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State's Local Governments.[18] Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related

[17] Territory and DC provisions to be discussed

[18] Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.

Issue	Description
	topics as is necessary to assure the effective functioning of the GPM. (B) ***Consensus***. Members of the GPMs should attempt to reach consensus with respect to **GPM Recommendations** and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. **GPM Recommendations** and other action shall note the existence and summarize the substance of objections where requested by the objector(s). (C) ***Proceedings***. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State's open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws. (D) ***Consultation and Discretion***. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.[19] (E) ***Recommendations***. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (**"GPM Recommendations"**). In carrying out its obligations to provide **GPM Recommendations,** a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State's opioid epidemic, which recommendations may be Statewide or specific to **Regions**; recommend Statewide or **Regional** funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for

[19] Address form of consultation with non-GPM members, public hearings, etc.

Issue	Description
	Approved Opioid Abatement Uses; monitor the level of **Allowed Administrative Expenses** expended from **Public Funds**. The goal is for a process that produces **GPM Recommendations** that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the **Public Funds**. To the extent a State chooses not to follow a **GPM Recommendation**, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond. (F) ***Review***. Local Governments and States may object to an allocation or expenditure of **Public Funds** (whether a **Regional Apportionment** or **Non-Regional** Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of **Regional Apportionments** and **Non-Regional** Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of **Local Government Block Grants** or **Regional Apportionment** expenditures; (iii) is not for an **Approved Use,** or (iv) violates the limitations set forth herein with respect to **Allowed Administrative Fees**. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an "**Objection**"). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation.
8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY	At least annually, each State shall publish on the lead State Agency's website or on its Attorney General's website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the

Issue	Description
	amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees. At least annually, each **Qualifying Block Grantee** which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of **Local Government Block Grants** received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations. As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that **Public Funds** are only being used for **Approved Uses**, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such **Public Funds** with respect to opioids abatement can be publicly monitored and evaluated. The expenditure and disbursement of **Public Funds** shall be subject to audit by States as follows: [details of audit scope, process, output, etc.] (a) A court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction.

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses[20]

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
    a. Medication-Assisted Treatment (MAT);
    b. Abstinence-based treatment;
    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

[20] [NTD: Discuss expanded list of Approved Uses to be included. Discuss "self-executing" function based on additional information received from NCSG.]

OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

13. Create and/or support recovery high schools.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
    a. Increase the number of prescribers using PDMPs;
    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment

intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

b. Research non-opioid treatment of chronic pain.

c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

g. Research on expanded modalities such as prescription methadone that can expand access to MAT.

h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

DO NOT COPY

Schedule C
State Allocation Percentages

[TO BE INSERTED]

63779069 v1

EXHIBIT B

RESOLUTION NO. 2021-100

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AUTHORIZING LAKE COUNTY (HEREIN REFERRED TO AS THIS "GOVERNMENTAL UNIT") TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN.

WHEREAS, Lake County has suffered harm from the opioid epidemic; and

WHEREAS, Lake County recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Lake County is a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework for a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Lake County, and every other Florida city and county.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida (Governmental Unit), that Lake County supports entering into the Florida Plan.

SECTION 1. The above recitals are incorporated herein.

SECTION 2. This Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 3. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 4. That the Chairman of the Governmental Unit is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 5. That the Chairman of the Governmental Unit is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 6. The Clerk of Court of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida Attorney General at

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this day of 22nd day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Sean M. Parks, Chairman

This 22nd day of June, 2021.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

DocuSign Envelope ID: D94BD0A2-61CA-4995-B825-2DBDF836BFFE

EXHIBIT C

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively "Settling Distributors"). This virtual envelope contains a Participation Form including a release of claims and an Intrastate Allocation Agreement. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially "participating."

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions), Janssen, and the Opioid Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. The Florida Attorney General's Office has also created a state-specific website that may be accessed here: http://www.myfloridalegal.com/opioidsettlement. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Florida Attorney General's Office at Utah Attorney General's Office at fl.opioidlitigation@myfloridalegal.com.

DocuSign Envelope ID: D94BD0A2-61CA-4995-B825-2DBDF836BFFE

Florida Subdivision Participation Form

Governmental Entity: LAKE COUNTY		State: FL
Authorized Signatory: Sean M. Parks, Chairman, Board of County Commissioners		
Address 1: PO Box 7800		
Address 2:		
City, State, Zip: Tavares	Florida	32778
Phone: 352-343-9850		
Email: mmarsh@lakecountyfl.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation ("Settling Distributors"), dated July 21, 2021 ("National Distributor Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement t, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.

2. The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.

3. The Governmental Entity's execution of this Participation Agreement shall serve as the Governmental Entity's acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.

4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.

5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.

8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.

9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.

10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.

12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: DocuSigned by: Sean Parks D46EC3F57B87418...

Name: Sean Parks

Title: Chairman, Board of County Commissioners

Date: 12/8/2021

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FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits "A" and "B," and to ensure that the funds are expended in compliance with evolving evidence-based "best practices;" and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

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A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits "A" and "B" which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

7. "'Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

8. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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10. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits "A" or "B."

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

12. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. "Pharmaceutical Supply Chain" shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

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4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

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(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

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(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

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h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

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(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

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City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

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amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

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5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

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14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

11/15/2021
By: John Guard DATED
Its: Chief Deputy Attorney General

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EXHIBIT A

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Schedule A

Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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EXHIBIT B

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Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

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scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

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9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

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f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

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mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

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PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

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Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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EXHIBIT C

County	Allocated Subdivisions	Regional % by County for Abatement Fund	City/County Fund %
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%

	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%

	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%

	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

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	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%
		100.00%	100.00%

EXHIBIT D

LAKE COUNTY
OPIOID ABATEMENT PLAN

This Lake County Opioid Abatement Plan is developed, periodically reviewed, and updated by the Lake County Opioid Task Force for the purpose of documenting the goals for opioid abuse abatement in Lake County, Florida.

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics ("opioids") which resulted in opioid overdoses and addictions throughout municipalities, counties, states, and the nation; and,

WHEREAS, Lake County and the municipalities therein are not immune from this nationwide crisis; and,

WHEREAS, in January of 2021, a collaborative body known as the Lake County Opioid Task Force, hereinafter "Opioid Task Force," formed in Lake County in response to the alarming increase in opioid-related drug misuse and opioid-related deaths within the geographic boundaries of Lake County; and,

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the nature, extent, and problems in Lake County and on opioid-related programs consistent with the State MOU; and,

WHEREAS, the Opioid Task Force meets periodically to study and analyze data related to the opioid epidemic and abatement programming; and,

WHEREAS, the Opioid Task Force has developed a three-pronged approach to abate the opioid epidemic in Lake County by implementing a drug treatment court, focusing on medical services, and informing the public about opioid abuse and resources for treatment and prevention. This will be known as the Lake County Opioid Abatement Plan.

THEREFORE, Lake County's plan for opioid abatement includes the following:

1. Opioid Task Force. The Opioid Task Force's purpose is to gather data about the nature and extent of problems communities within the County face, and to receive, report, and make recommendations to the Lake County Board of County Commissioners (BCC) about activities that should be undertaken to abate the opioid epidemic.

2. Three-Part Plan. Through their research and data analysis, the Opioid Task Force has identified three key areas in which to focus opioid abatement efforts:

a. **Justice Services** – A positive correlation exists between drug abuse and crime. The creation of a drug treatment court, increasing data collection, and improving first responder training will reduce drug abuse and result in fewer crimes and less homelessness per capita.

i. Establish a Drug Treatment Court – Empirical evidence indicates drug treatment courts reduce substance abuse, hospitalizations, crime, and recidivism. Additionally, drug treatment courts have proven effective at reducing property crimes and public order offenses which strains the public safety, court, jail, probation & parole, and healthcare systems. Efforts will be taken to establish and maintain a dedicated drug treatment court in Lake County to improve the health, safety, and welfare for Lake County's residents by reducing crime and reducing taxpayer costs. The drug treatment court will be modeled after the most successful programs in the nation. The program goal is to reduce recidivism for drug related criminal offenses by sixty percent (60%) or more.

ii. Data Collection – Encourage participating agencies to enter overdose data into the High Intensity Drug Targeting Area (H.I.D.T.A.) tracking system to establish a baseline for performance measurements, identify trends, and enhance public outreach where clusters develop.

iii. Training – Offer opioid response training on best practices to law enforcement officers annually.

b. **Medical Services**. Experience indicates potential process improvements in the healthcare system beginning with the first patient contact in the field through discharge from the hospital will improve outcomes.

i. Map the healthcare opioid treatment process from initial patient contact in the field to hospital discharge.

ii. Improve the medical process by bridging any gaps in communication, information, and treatment between paramedics, treating physicians, patients, and patient families.

iii. Encourage healthcare facilities to expand the number of licensed medical professionals to become certified to provide Medication Assisted Treatment (M.A.T.) and combine the treatment with psychosocial interventions.

iv. Expand emergency peer support services currently provided by AdventHealth and L.S.F. Health Systems to all hospitals in Lake County. This program has successfully reduced overdose recidivism in the emergency room by fifty-five percent (55%).

v. Require Lake E.M.S. to enter all overdose data into the High Intensity Drug Targeting Area (H.I.D.T.A.) tracking system to establish a baseline for performance measurements, identify trends, and enhance public outreach.

vi. Require opioid treatment process best practices training for all E.M.T.s and paramedics biennially.

c. **Public Information**. Discussions with Lake County's stakeholders indicates a need for information sharing among public and private groups as well as public education about available treatment options for those impacted by opioid addiction.

i. Public Meetings – Hold three public information meetings, one in north, middle, and south Lake County, to educate the citizens about available drug treatment options for themselves or their loved ones. Education will include information about types of treatment options, locations of community groups and professional treatment facilities, the Hugh O' Connor Memorial Act, the Marchman Act, as well as others.

ii. Provider Meetings – Hold annual provider meetings for those working in the justice system and healthcare system to inform the service providers about the robust resource systems in place to locate help for their clients and patients.

iii. Software – Improve the available coordinated care networks including the "Aunt Bertha" and "Unite Us" systems by adding more providers.

iv. Brochures, Flyers, and Cards – Create treatment option informational notices and distribute them to public safety personnel to hand out while on calls regarding drug abuse or overdoses as well as places, like city halls, fueling stations, and other commercial facilities in other locations frequented by the public.

4. Obligations. Lake County and the Opioid Task Force will use its best efforts to investigate, analyze, and advise on matters related to the opioid epidemic and implement strategies with the goal of abatement. Nothing in this plan creates any legal requirements or obligations of any entity. This plan does not create any requirement that money be spent towards any activity herein and no person or entity may rely upon this plan as an indication of how money may be spent.

5. **Plan Modification**. This plan may be modified by the Lake County Opioid Task Force from time to time for any reason or no reason at all according to the needs of the County.

This plan was last updated on December 21, 2021.

EXHIBIT E
LAKE COUNTY DRUG COURT PROPOSED YEAR ONE BUDGET

	EXPENSE TYPE	UNIT DESCRIPTION	State MOU Core Strategies (Schedule A)	State MOU Approved Uses (Schedule B)	Approx. # of units or people		TOTAL COST
1	Transportation	Uber, bus passes, sober escorts etc.	E4	B1, B7	100		$ 5,000.00
2	Training and Education	Training & travel to conferences related to Drug Court Best Practices for approved team members		D3, D7, J3, K1			$ 13,000.00
3	Office Supplies & participant incentives for behavior change	Files, stationary, cards, certificates, pens, etc.		J4			$ 3,200.00
4	Administrative cost (Salary for 1 FTE Coordinator CPS1)	Pass through Lake County BOCC - salary & benefits for 1 FTE for Court Program Specialist 1 or equivalent position salary & benefits	F1	B5, D3, J3, K1	1		$ 70,000.00
		Cost of below services based on RFI					$ -
5	Treatment Services	Biopsychosocial Assessment	F1	B2, D5	50		$ 2,250.00
6	Treatment Services	Treatment Plan & Update	F1	A1, B2, B3, D5	100		$ 6,000.00
7	Treatment Services	Individual & family therapy sessions	F1	B2, B3, D5	200		$ 12,000.00
8	Treatment Services	Outpatient group	F1	B2, D5	2000		$ 50,000.00
9	Treatment Services	IOP (hourly rate)	F1	B2, D5	1000		$ 30,000.00
10	Treatment Services	Clinical case management	F1	B2, B3, D5	20		$ 400.00
11	Treatment Services	Initial Psychiatric Assessment (MAT/Meds)	B1, B4, F1	A1, B2, D5	20		$ 6,000.00
12	Treatment Services	Medication Management Follow Up	B1, B4, F1	A1, A7, B2, D5	20		$ 3,000.00
13	Treatment Services	Residential Level 2 (long term substance abuse treatment)	B4, E4, F1	A7, B2, B3	500		$ 93,200.00
14	Treatment Services	Recovery or Life skill or Criminogenic classes	F1	B2, D5	100		$ 2,000.00
15	Drug Screens	Drug testing for participants at an average of $30 per test (some variation in cost due to number of panels, confirmation, and type) random & frequent	F1	B2, D5	2000		$ 60,000.00
16	Sober Housing	Supportive housing focused on recovery	B4, E4	B1, B2, B4	500		$ 7,500.00
17	Recovery Housing	Therapeutically supervised supportive recovery driven living environment that requires random drug testing & organized supportive classes or sessions included	B4, E4	B1, B2, B4	200		$ 10,000.00
18	Peer Recovery Coaching		E2	B2, C10	100		$ 2,000.00
		TOTAL FOR COURT ADMINISTRATION					**$ 375,550.00**
		OTHER EXPENSES					$ -
19	Housing	Temporary housing or housing not related to sober living or residential treatment - will be provided through contracted service provider/managing entity	B4, E4	B1	5		$ 25,000.00
20	Attorneys	Training & other auxiliary funding related to Treatment Courts in Lake-for State Attorney& Public Defenders office ($20,000 each)		B5, J3	2	$ 20,000.00	$ 40,000.00
		TOTAL FOR ADDITIONAL LEGAL AND HOUSING SERVICES					**$ 65,000.00**
		TOTAL REQUEST					**$ 440,550.00**

EXHIBIT F

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR LAKE COUNTY, FLORIDA

ADMINISTRATIVE ORDER: L-2025-33

ADMINISTRATIVE ORDER ESTABLISHING THE LAKE COUNTY ADULT POST-ADJUDICATORY DRUG COURT PILOT PROJECT

WHEREAS, Florida Law affords individuals charged with certain crimes resulting from a substance abuse problem the opportunity to treat the root cause of their engagement in the criminal justice system through problem-solving court programs; and,

WHEREAS, it has been found that specialized court dockets are beneficial to manage the criminal cases of eligible individuals and to provide referral for treatment of their substance abuse problem (a/k/a substance use disorder); and,

WHEREAS, Chapter 397.334, Florida Statutes, allows counties to fund a treatment-based drug court program for the purpose of providing persons assessed with a substance abuse problem to be processed in a manner to appropriately address the severity of the identified substance abuse problem through treatment services tailored to the individual needs of the participant; and,

WHEREAS, the establishment of a pilot program entitled; "Lake County Adult Post-Adjudicatory Drug Court Program" is to the benefit of the residents of Lake County, Florida; and,

WHEREAS, the Fifth Judicial Circuit currently receives funds to support the Lake County Adult Post Adjudicatory Drug Court Program and its participants; and

WHEREAS, the pilot program is designed to serve eligible defendants/offenders from post-adjudicatory felony cases in Lake County, including post-adjudicatory violation of probation cases, certain post-adjudicatory 3rd degree non-violent felony cases under Chapter 810, Florida Statutes; or any other felony offense that is not a forcible felony as defined in section 776.08, Florida Statutes; and,

WHEREAS, Offenders with sentencing scores of 60 points or fewer or Offenders with sentencing scores of 60 points or fewer who have violated community control or probation due to a positive or suspect drug screen – if the underlying offense occurred on or after July 1, 2009, may be eligible to participate; and,

WHEREAS, Chapter 397, Florida Statues, in its entirety, establishes the provision of substance misuse services within the State of Florida, and;

WHEREAS, Chapter 397.334(4), Florida Statute establishes that the treatment-based drug court programs shall include therapeutic jurisprudence principles and adhere to the 10 key components, recognized by the Drug Courts Program Office of the Office of Justice Programs of the United States Department of Justice and adopted by the Florida Supreme Court Treatment-Based Drug Court Steering Committee; and

WHEREAS, in the interest of judicial economy and for the efficient administration of justice,

IT IS HEREBY ORDERED that:

1. **The Lake County Adult Post-Adjudicatory Drug Court is created and established as a pilot program,** and shall be maintained subject to the availability of adequate funding or until such time that either a permanent program is established or the pilot program is no longer deemed judicially economical and/or efficiently administering justice.

2. **The Lake County Adult Post-Adjudicatory Drug Court** shall determine whether any potentially eligible case type and Offender from the other Circuit Criminal Division meets the criteria for the Offender to be referred to substance use disorder treatment and support.

3. **The Lake County Adult Post-Adjudicatory Drug Court** will limit participation in the program to no more than 10 participants. Additional participants may be added upon approval of the Lake County Administrative Judge.

4. Any application fee for a Defendant who applies for acceptance into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This Provision will be re-evaluated each October to ascertain the effectiveness of said waiver.

5. Any monthly participation fee for person who is accepted into the **Lake County Adult Post-Adjudicatory Drug Court** shall be waived. This provision will be reevaluated each October to ascertain the effectiveness of the waiver of the monthly participation fee.

6. There shall be no refunds of any assessed fees which have already been paid.

7. The policies and procedures of the **Lake County Adult Post-**

Adjudicatory Drug Court shall be set forth in the Policy & Procedure Manual and shall include court requirements, eligibility criteria and referral procedures and will follow the Florida Supreme Court Best Practice Standards.

8. If defendants' participation in the program is terminated for cause, the defendant shall be terminated from the drug court program and sentenced accordingly by the drug court judge. The unpaid balance of any assessed fee(s) may become a lien of record.

9. All hearings conducted pursuant to this administrative order shall be electronically recorded.

DONE and ORDERED in Chambers at Tavares, Lake County, Florida this 14th of November 2025.

James R. Baxley
Lake County Administrative Judge

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

DATE: **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 41167
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Office of Housing and Community Services

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

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

DATE: 03/26/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42833
Maria AbdoulKarim, Office of Housing & Community Services Director
BY: Amy Elliott, Associate Director of Housing and Community Services
SUBJECT: First Amendment to CDBG Program Subrecipient Agreement with the City of Eustis for Coolidge Street Improvements

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of the First Amendment to the Community Development Block Grant (CDBG) Program Subreceipient Agreement with the City of Eustis, for the Coolidge Street Improvement Project.

The estimated fiscal impact is $400,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

BACKGROUND SUMMARY: On September 24, 2024, the Board of County Commissioners (Board) approved and entered into a Subrecipient Agreement with the City of Eustis for a Community Development Block Grant (CDBG) for Fiscal Year 2024-25 in the amount of $400,000 for the completion of roadway, sewage and drainage infrastructure on Coolidge Street.

An extension has been requested to provide the subrecipient additional time to complete the project and provide reimbursement to the subrecipient for eligible project costs.

Fiscal Impact: $400,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CDBG Fund	1200	2082220	880810	20071	$400,000.00

Advertised Date: Paper:
Attachments:

1.	First Amendment to FY24-25 CDBG_City of Eustis_Coolidge St Project

---

STAFF APPROVALS AND DATES:

Amy Elliott — Created/Initiated - 03/26/2026
Maria AbdoulKarim — Approved - 04/14/2026

Mariellie Alvarez	Approved - 04/14/2026
Miranda Lanoue	Approved - 04/15/2026
Karen Maxwell	Approved - 04/15/2026
Cari Christian	Approved - 04/15/2026
Alexis Clark	Approved - 04/15/2026
Ron Falanga	Approved - 04/15/2026
Kandace Pourbaix	Approved - 04/15/2026
Miranda Lanoue	Approved - 04/16/2026
Jaime Stewart	Approved - 04/16/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

FIRST AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
SUBRECIPIENT AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE CITY OF EUSTIS, FLORIDA, FOR
THE COOLIDGE STREET IMPROVEMENT PROJECT
CDBG FY 2024-2025

This First Amendment to Subrecipient Agreement ("First Amendment") is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," by and through its Board of County Commissioners, and **CITY OF EUSTIS, FLORIDA**, a municipal corporation pursuant to the Laws of Florida, by and through its City Council, hereinafter referred to as the "**Subrecipient**" (each a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County applied for and has been awarded a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383, which provides for the development, establishment, and administration of projects to benefit low- and moderate-income families, aid in elimination of slums or blight, and to meet urgent community development needs according to HUD regulations; and

WHEREAS, said HUD allows the County to develop partnerships with other governmental agencies and non-profit corporations to administer and implement projects that are eligible for CDBG funding; and

WHEREAS, HUD, as the Federal Awarding Agency of CDBG funds, has provided eligible uses of CDBG funds in 24 C.F.R. § 570.208; and

WHEREAS, the Subrecipient applied for and was awarded a share of the FY 2024-2025 CDBG entitlement for Subrecipient's Coolidge Street Improvement Project (hereinafter the "CDBG Project"); and

WHEREAS, the Parties entered into a Community Development Block Grant (CDBG) Program Subrecipient Agreement on September 24, 2024, governing the provision of funds from CDBG FY 2024-2025 to Subrecipient for the completion of the Project ("Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to provide Subrecipient additional time to complete the Project and provide reimbursement to Subrecipient for eligible project costs.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

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

2. **Amendment.** The Agreement is hereby amended as follows:

A. Section III, ***Time of Performance,*** is hereby amended to extend the time for Project completion to March 31, 2027, as follows:

III. TIME OF PERFORMANCE

1. This Agreement shall be effective the later of October 1, 2024, or the date this Agreement is signed by the County, ("Effective Date") and will remain in effect ~~for eighteen (18) months following the Effective Date~~ through March 31, 2027.

2. Subrecipient shall commence the CDBG Project immediately following the Effective Date. The CDBG Project shall be completed ~~within eighteen (18) months from the Effective Date of this Agreement~~ no later than March 31, 2027.

3. Effect of Amendment. All other provisions of the Agreement will remain in full force and effect unless otherwise formally amended by the Parties. To the extent this First Amendment conflicts with the Agreement, this First Amendment will govern.

IN WITNESS WHEREOF, the parties have signed this First Amendment through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This ____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

SUBRECIPIENT

CITY OF EUSTIS

Rick Gierok, City Manager

This 19 day of MARCH, 2026.

ATTEST:

Christine Halloran, City Clerk

Approved as to form and legality:

Sasha O. Garcia, City Attorney

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

DATE: 03/25/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42839
Jill Brown, Office of Transit Director
BY: Amy Bradford, Paratransit Coordinator
SUBJECT: FDOT Section 5311 Off Cycle Capital Grant

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. Of the Florida Department of Transportation Section 5311 Off Cycle Capital Grant Agreement for Federal Fiscal Year 2025 and State Fiscal Year 2026; and
2. To adopt the Unanticipated Revenue Resolution to accept and appropriate $732,768 for the FDOT Section 5311 Off Cycle Capital Grant Agreement for Fiscal Year 2026; and
3. To procure vehicles under the State's bid list through FDOT's Transit Research Inspection Procurement Services (TRIPS) program.

The fiscal impact is $732,768 (revenue/expenditure - 100 percent grant funded).

BACKGROUND SUMMARY: The Florida Department of Transportation (FDOT) administers the state's allocation of the Federal Section 5311 Grant Program for non-urbanized area formula funding, authorized by Title 49, United States Code, to provide capital funding for public transit services in rural areas.

FDOT announced that they have additional Federal Fiscal Year (FFY) 2025 funding available through the Section 5311 grant program. This funding is separate from the regularly scheduled FFY 2026 grant cycle for operating and capital projects. The Board approved the Office of Transit Service to apply to replace four older paratransit buses on November 18, 2025.

FDOT has awarded the Section 5311 Off Cycle Grant with four new 23' Turtle Top paratransit buses for a cost of $183,192 each for a grant total of $732,768. The FDOT 5311 Off Cycle Capital Grant is funded eighty percent by the Federal Transit Administration, and twenty percent will utilize Toll Revenue Credit. Adopting the Unanticipated Revenue Resolution (URR) will allocate the funding in Fiscal Year 2026 Budget.

Fiscal Impact: The fiscal impact is $732,768 (revenue/expenditure - 100 percent grant funded).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Transit	1210	3327220	331492	20643	-$732,768.00
Transit	1210	3327220	860640	20643	$732,768.00

Advertised Date: Paper:

Attachments:

1.	Draft Lake County FFY25 Section 5311 Off-Cycle -v3
2.	FDOT 5311 PTGA $732,768 URR 04-28-26v.3

STAFF APPROVALS AND DATES:

Amy Bradford	Created/Initiated - 03/25/2026
Joshua Smith	Approved - 03/25/2026
Jill Brown	Approved - 03/25/2026
Karen Maxwell	Approved - 03/30/2026
Cari Christian	Approved - 03/31/2026
Ron Falanga	Approved - 03/31/2026
Kandace Pourbaix	Approved - 03/31/2026
Miranda Lanoue	Approved - 03/31/2026
Jaime Stewart	Approved - 04/02/2026
Rachel Bartolowits	Approved - 04/03/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DU	FLAIR Category:	088774
458197-1-94-25		Work Activity Code/Function:	215	Object Code:	780000
458197-2-94-25		Federal Award Identification Number (FAIN) – Transit only:	1001-2025-9	Org. Code:	55301000943
				Vendor Number:	F596-000-695-105
Contract Number:	G3O78	Federal Award Date:			
CFDA Number:	20.509	Agency UEI Number:	NNPSKT8GRCU1		
CFDA Title:	Formula Grants for Rural Areas				
CSFA Number:	20.509				
CSFA Title:	Formula Grants for Rural				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and Lake County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.051, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Section 5311 Capital Assistance as identified in Exhibit A of this agreement or as amended, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   Aviation
   Seaports
   X **Transit**
   Intermodal
   Rail Crossing Closure
   Match to Direct Federal Funding (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   *Exhibit B1: Deferred Reimbursement Financial Provisions
   *Exhibit B2: Advance Payment Financial Provisions
   X *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions

X Exhibit E1: Prohibition Based on Health Care Choices
X Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
*Exhibit G: Audit Requirements for Awards of State Financial Assistance
X *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
X *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $732,768. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $732,768 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files

shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. **Contracts of the Agency:**

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and

state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period.

The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract 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 contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the

PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum

and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Lake County Board of County Commissioners

By: _____

Name: Jill Brown

Title: Transit Service Director

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jim Stroz, P.E.

Title: District Five, Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

J. Ryan Mahler, III - District Five, Chief Counsel

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This agreement provides FTA Section 5311 FFY25/SFY26 off-cycle capital funds for the capital purchase as identified in the Agency's application on file with the Department.

B. Project Location (limits, city, county): Lake County, FL
☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This agreement provides Federal Transit Administration (FTA) Section 5311 FFY25/SFY26 off-cycle Capital Assistance related to purchasing the capital item(s) listed below in the amount not to exceed that identified in Exhibit B of the agreement or as amended.
(4) BUS REPLACEMENT UNDER 30'
The agency is responsible for purchasing the awarded equipment in accordance with the Procurement Guidance for Transit Agencies Handbook, FTA C 4220.1G, Third Party Contracting Guidance, and FDOT's Vehicle Satisfactory Continuing Control Guidance. If the appropriate procurement procedures in this handbook are not followed, the agency will not be eligible for reimbursement.
The agency will also provide procurement documentation prior to the purchase of project equipment and will submit to the Department documentation of purchase, delivery, and/or installation for all items.
The match for this agreement is being covered by Toll Revenue Credits (TRCs). However, if actual costs are greater than the estimated total cost, it will be the responsibility of the agency to provide the difference. If actual costs are less than the estimated total cost, the difference will remain in the Department's general program fund and will be used to advance any remaining grant requests.
The agency will ensure that Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor is fully completed and provided to the Department in accordance with the provisions detailed in Exhibit I.

D. Deliverable(s): The agency will provide appropriate documentation to support the costs being billed.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Any costs not specifically outlined in the project description and scope will not be eligible for reimbursement.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
458197-1-94-25 458197-2-94-25	DU DU	088774 088774	2025 2025	780000 780000	20.509 20.509	Formula Grants for Rural Areas Formula Grants for Rural Areas	$366,384.00 $366,384.00
	Total Financial Assistance						$732,768.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$732,768.00	$732,768.00	0.00	0.00	100.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$0.00	$0.00	$732,768.00	$732,768.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	11.12.04:111-00
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Jamie Ledgerwood

Department Grant Manager Name

Signature Date

EXHIBIT B3*

ALTERNATIVE ADVANCE PAY FOR FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310, 5311, 5339 PROGRAMS AND FDOT STATE FUNDED PROGRAMS FOR PUBLIC TRANSIT

1. The Agency must submit its invoice to the Department within 5 business days of the receipt of the invoice from the Vendor. The invoiced amount to the Department for transit related vehicles and/or equipment eligible under the FTA's Section 5310, 5311 and 5339 programs or FDOT State Funded Programs for Public Transit cannot exceed the Department's participation amount on Item 9 (b) of this agreement.

2. All invoices submitted to the Department must provide complete documentation, including a copy of the Vendor's invoice(s) and proof of vehicle and/or equipment delivery and acceptance by the Agency, to substantiate the cost on the invoice.

3. The Agency must certify on each invoice that the costs from the vendor are valid and have been incurred by the Vendor.

4. Within twenty (20) business days of receipt of payment from the Department, the following actions must be completed:

a. The Agency must submit their payment to the vendor.
b. Complete Exhibit I - Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor.

Note: Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor will be initiated by the Department through DocuSign at the time payment from the Department has been made to the Agency. The DocuSign will be routed to the Agency and the Vendor. Each party will acknowledge the certification where applicable.

*This Exhibit is for use only when purchasing transit related vehicles and/or program eligible equipment. Must have preapproval from the Department of Financial Services (DFS).

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

RESOLUTION NO. 2025 - 140

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AUTHORIZING THE SIGNING AND THE SUBMISSION OF GRANT APPLICATIONS AND SUPPORTING DOCUMENTS AND ASSURANCES TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, THE ACCEPTANCE OF GRANT AWARDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND EXPENDITURE OF GRANT FUNDS PURSUANT TO GRANT AWARDS.

WHEREAS, the Lake County Board of County Commissioners has the authority to apply for and accept grants, make purchases, and expend funds, pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes, and by the Federal Transit Administration, as authorized by Chapter 53; Title 49, United States Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida as follows:

Section 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 Resolution upon adoption hereof.

Section 2. Application. This Resolution applies to the Federal Program under Title 49, United States Code Section 5311.

Section 3. Submission. The submission of grant applications, supporting documents, and assurances to the Florida Department of Transportation is hereby approved.

Section 4. Authorization. Jill M. Brown, Transit Services Director, or her designee is authorized to sign all grant applications, certifications, assurances, reimbursement invoices, warranties, agreements, and any other required documents; purchase equipment and vehicles, and expend grant funds pursuant to a grant award after acceptance of the grant by the Board of County Commissioners, unless specifically rescinded. However, Melanie Marsh, County Attorney, is the only person authorized to submit certifications and assurances that are required to be submitted by an authorized attorney of Lake County as a grant applicant.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, the holding will in no way affect the validity of the remaining portions of this Resolution.

Section 6. Effective Date. This Resolution will take effect upon approval by the Lake County Board of County Commissioners.

PASSED AND ADOPTED this 18th day of November, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This 18th day of November, 2025.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh 11/18/25
Melanie Marsh
County Attorney

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5311: Formula Grants for Rural Areas)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency, as the "subrecipient", shall comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance as outlined in the current FTA Master Agreement and 2 CFR Part 200, including but not limited to:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. 5311) and Section 341.051(1)(a), F.S.

2. **Alcohol Misuse and Prohibited Drug Use.** The Agency shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Agency shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

4. **FTA Compliance.** The Agency shall at all times comply with all applicable Federal Transit Administration ("FTA") regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Nondiscrimination.** The Agency agrees to comply with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 49 CFR 21, 42 U.S.C. 2000(d) and (e), 42 U.S.C. 6102, 42 U.S.C. 12132, and 42 U.S.C. § 12132. The agency also understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

6. **Seat Belt Use.** The Agency agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," 23 U.S.C. § 402.

7. **Distracted Driving.** The Agency agrees to comply with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," 23 U.S.C. § 402 note and U.S. DOT Order 902.10, "Text Messaging While Driving and the U.S. DOT Special Provision pertaining to Distracted Driving.

8. **Charter Service.** The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d), (g) and (r) and 49 CFR 604 and any other federal Charter Service regulations, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

9. **School Bus Operations.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Agency of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

10. **Disadvantaged Business Enterprises (DBE).** This grant is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of

Transportation Financial Assistance Programs. The Agency must complete biannual DBE reports and submit them to the Department by May 1 and November 1 annually.

11. **Buy America.** The Agency agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this Agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post-delivery requirements outlined in 49 CFR 661.12.

12. **Clean Air and Water Pollution Acts.** The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388) as amended, if the agreement exceeds $150,000.

13. **Anti-Lobbying.** The Agency agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5), U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended and other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature.

14. **Bonding Requirements.** If this Agreement is for a construction project over $250,000 the recipient must adhere to FTA's bonding requirements 2 CFR 200.326 as outlined in the Best Practices Procurement Manual.

15. **Solid Wastes.** Where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, the Agency agrees to comply with all the requirement of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

16. **Employee Protections (Davis-Bacon and Copeland Anti-Kickback).** The Agency agrees to comply with the Davis-Bacon and Copeland Anti-Kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $2,000. Sample language can be found in the Department's "Procurement Guidance for Transit Agencies."

17. **Employee Relations (Contract Work Hours and Safety Standards).** For any contract over $100,000, the Agency agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

18. **Breaches and Dispute Resolution.** The Agency agrees to include "Breaches and Dispute Resolution" language in all third-party agreements in compliance with 2 CFR 200 and FTA Circular 4220.1E or subsequent revisions.

19. **Transit Employee Protective Agreements.** The Agency agrees to comply with the Transit Employee Protective Agreements as codified in 49 U.S.C. 5333 and 29 CFR 215.

20. **Compliance with FTA Terms and Conditions.** The Agency shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

21. **Annual Safety Certification.** In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan, and has performed annual safety inspections of all buses operated.

22. **Budget/Cost Analysis.** The Agency will assist the Department by providing accurate information for the Department to create a budget/cost analysis in accordance with Section 216.3475, F.S.

23. **Non-Urban Area.** The Agency will provide the methodology for determining the non-urban area portion of their

service prior to submitting the first invoice. The Agency will submit an updated methodology once per year.

24. **Public Body Non-CTC Recipients.** An Agency may receive 5311 funds when the Community Transportation Coordinator (CTC) in the county is a private-for-profit entity. When the Agency accepts the 5311 funding, enters into a contract/PTGA with the Department, and the contracts with the CTC to provide rural general public transportation in the same service area in which the CTC is providing non-sponsored trips for the Commission for the Transportation Disadvantaged (CTD), then the non-sponsored human service transportation grant funds will be considered as eligible match for the 5311 funds. The Agency will be responsible for ensuring that the CTC meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The Agency must keep financial records that substantiate the eligibility for the match being provided and make that documentation available to the Department on request.

25. **Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025i), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311 or Section 5339 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

26. **Delivery of Service Performance Requirements.** The Agency shall maintain in their System Safety Program Plan (SSPP) Operational and Safety requirements. Consistent with F.S. 341.061(2)(c), the Department has the authority to conduct a review of the system. Any adverse findings and any corrective actions must be addressed. If at any time, continued operation of the system, or a portion thereof, poses an immediate danger to public safety, the system operator shall suspend affected system service until corrective action is taken. If the system operator fails to take corrective action or fails to suspend service when immediate danger to the public exists, the Department may require the affected system service to be suspended.

27. **Reporting of Complaints, Grievances, and Resolutions.** The Agency must have an identified complaint and grievance process on file and must report to the Department on a quarterly basis all reported complaints, grievances, and resolutions.

28. **Agreements with contractors or subcontractors**. Pursuant to Section 341.041, F.S., the above Delivery of Service Performance Requirement and Reporting of Complaints, Grievances, and Resolutions, must be included in any agreement between the Agency and such entity's contractors or subcontractors that provide paratransit services.

29. **Build America, Buy America Act (BABA).** For all construction contracts, the Agency agrees to comply with the Build America, Buy America Act (BABA) requirements in the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. G §§ 70901-27, as implemented at 2 CFR Part 184.

30. **Special EEO Provision for Construction.** For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Agency agrees to comply with the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

31. **Veterans Preference.** For all construction contracts, as provided in 49 U.S.C. § 5325(k), to the extent practicable, the Agency will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108.

32. **Project Management Plan.** For all major capital projects, the Agency agrees to develop a project management plan that details their strategies to control the Project scope, budget, schedule and quality, in compliance with 49 CFR 633.

33. **Seismic Safety.** For construction contracts of new or existing buildings, the agency agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, “Seismic Safety,” 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

34. **Construction Plans and Specifications.** For all construction contracts, the Agency agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.

35. **Review of Technical Plans and Specifications.** For all construction contracts, the agency agrees to permit FTA and/or the State to review, as deemed necessary by FTA and/or the State, the technical plans and specifications.

36. **Engineering Supervision at Construction Sites.** For all construction contracts, the Agency agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the plans and specifications and that the intent of the scope of the Project is carried out.

-- ***End of Exhibit E*** --

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

Exhibit E2

PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.

2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:

    a. a brand or logo of the public transit provider,
    b. the official seal of the jurisdictional governmental entity, or
    c. a state agency public service announcement.

3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
    c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

    The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.509
CFDA Title: Formula Grants for Rural Areas

***Award Amount:** $732,768
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate: NA
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at 2 CFR §200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

EXHIBIT I

CERTIFICATION OF DISBURSEMENT OF PAYMENT TO VEHICLE AND/OR EQUIPMENT VENDOR

DATE:

Agreement No (PTGA):

FM#: 458197-1-94-25 and 458197-2-94-25

PART I: Agency Acknowledgement Section

Lake County Board of County Commissioners, as the "Agency" for the above referenced agreement, hereby certifies that 100% of the total payment
_____for Bus – Replacement Under 30' has been submitted to , on .

Agency's failure to certify or a falsification may impact future awards and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Agency Authorized Official Name:_____

Agency Signature:_____

PART II: Vendor Acknowledgement Section

, having interest in the above referenced agreement has received 100% of its payment(s) for all equipment furnished under this agreement on from Lake County Board of County Commissioners .

Vendor Authorized Official Name:_____

Vendor Signature:_____

Exhibit I – Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor will be initiated by FDOT through Docusign at the time payment from FDOT has been made to the Agency. The DocuSign will be routed to the Agency and the Vendor. Each party will acknowledge the certification where applicable and must be completed within 20 business days from Agency's receipt of payment from FDOT.

UEI Confirmation

SAM.GOV®

LAKE COUNTY

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NNPSKT8GRCU1	**3SXW7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Apr 28, 2026**	
Physical Address	Mailing Address	
315 W Main ST **Tavares, Florida 32778-3813** **United States**	**PO Box 7800** **Tavares, Florida 32778-7800** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 11	**(blank) / (blank)**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 30, 2025	**Apr 28, 2025**	**Mar 26, 2004**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
May 1, 1887	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	**US Local Government**	**(blank)**
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**3SXW7**

EFT Indicator	CAGE Code
EMS1	**11ZQ7**

Points of Contact

Electronic Business

SHELLY WILLIAMS	**315 West Main Street** **Tavares, Florida 32778** **United States**
ALLISON TESLIA	315 W Main ST Tavares, Florida 32778 United States

Government Business

RONALD FALANGA	**315 W. Main Street** **PO Box 7800** **Tavares, Florida 32778** **United States**
SANDRA ROGERS	315 W. Main Street PO Box 7800 Tavares, Florida 32778 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**621910**	**Ambulance Services**

Disaster Response

This entity does not appear in the disaster response registry.

PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Lake County Board of County Comm. County, Florida ("Agency").

-RECITALS-

1. The terms and provisions set forth in this Addendum are incorporated in and made part of the Public Transportation Grant Agreement, Financial Project Number: 458197-1-94-25 & 458197-2-94-25 ("Grant Agreement") executed contemporaneously; and

2. This Addendum shall be merged into and made part of the Grant Agreement and both documents shall be collectively referred to herein as the "Agreement"; and

3. The sole purpose of this Addendum is to revise the indemnification provision of the Grant Agreement; and

4. In the event of any conflict or inconsistency between the Grant Agreement and this Addendum, the provisions of this Addendum shall control.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals are specifically incorporated by reference and made part of this Addendum.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. INDEMNIFICATION AND INSURANCE

The parties specifically agree that Paragraph18, subsection a. of the Grant Agreement is stricken in its entirety and replaced with the following:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to including the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the contractor/consultant and other persons employed or utilized by the contractor/consultant in the performance of this Agreement."

This indemnification shall survive the termination of this Agreement."

All other terms and conditions of the Grant Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Addendum, consisting of two (2) pages, exclusive of exhibits.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION ("Department")

By: _____
Name: Jim Stroz, P.E.
Title: District Five, Director of Development of Transportation

_____
LEGAL REVIEW BY: J. Ryan Mahler, III, District Five Chief Counsel

AGENCY

By: _____
Name: Jill Brown
Title: Transit Director

_____
LEGAL REVIEW BY

To: Jamie.Ledgerwood@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3O78

3/20/2026

CONTRACT INFORMATION

Contract:	G3O78
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	LAKE COUNTY BOARD OF COUNTY COM
Vendor ID:	F596000695105
Beginning Date of This Agreement:	05/04/2026
Ending Date of This Agreement:	06/30/2028
Contract Total/Budgetary Ceiling:	ct = $732,768.00
Description:	FFY25 Section 5311 Off Cycle

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 3/20/2026

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55052000531	55052000531
Expansion Option:	A8	A8
Object Code:	780000	780000
Amount:	$366,384.00	$366,384.00
Financial Project:	45819719425	45819729425
Work Activity (FCT):	215	215
CFDA:	20.509	20.509
Fiscal Year:	2026	2026
Budget Entity:	55100100	55100100
Category/Category Year:	088774/26	088774/26
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: $732,768.00

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AMENDING THE TRANSIT FUND IN ORDER TO RECEIVE UNANTICIPATED REVENUE FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF $732,768 FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE SECTION 5311 CAPITAL GRANT AND PROVIDE APPROPRIATIONS FOR THE DISBURSEMENT OF THESE FUNDS.

WHEREAS, Chapter 129, Florida Statutes, Section 129.06 (2) (d) authorizes the appropriation and expenditure of unanticipated revenue through an amendment to the Budget by adoption of a Resolution; and

WHEREAS, the Board of County Commissioners of Lake County has received $732,768 in unanticipated revenue to be received into the Transit Fund for fiscal year 2025-2026; and

WHEREAS, an amendment to the fiscal year 2025-2026 Lake County Budget is required to provide for the receipt and for appropriations of those receipts:

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Amendment of the Budget. The Transit Fund is hereby amended to increase the total budget for Fiscal Year 2025-2026 to include the unanticipated revenue and new appropriations as follows:

REVENUE (Fund 1210-Transit Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
3327220-331492-20643	FDOT SECTION 5311 PTGA	$629,875	$732,768	$1,362,643

EXPENDITURE (Fund 1210-Transit Fund)

Account Number	Description	Current Budget	Adjustment	Amended Budget
3327220-860640-20643	Machinery / Equipment	$629,875	$732,768	$1,362,643

Section 2. Effective Date. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

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

DATE: 04/06/2026
TO: Jennifer Barker, County Manager
THRU:
Angela Harrold, Office of Parks & Water Resources Operations Director
BY: Bill Ponko, Senior Procurement Agent
SUBJECT: Multi-Family Detached Housing

MEETING DATE: 4/28/2026
ITEM TYPE: Consent Item
ITEM ID: 42875

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 26-902 with Nichols Contracting, Inc. (Columbia, MD - Orlando Office) for construction of Multi-Family Detached Housing;
2. To authorize the County Manager to execute the final negotiated contract; and
3. To authorize the Office of Procurement Services to execute all supporting documentation.

The fiscal impact is $4,997,878.84 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 3.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Facilities Management, issued Request for Proposal (RFP) 26-902 for the turnkey construction of a multi-family detached housing project including all labor, materials, equipment, surveying, permits, inspections, and all other incidentals to complete all necessary work, all in accordance with RFP 26-902, which shall be funded by the American Rescue Plan Act (ARPA), Coronavirus State & Local Fiscal Recovery Funds (SLFRF). The services will provide 100 percent turnkey land development services and construction of twenty-one (21) residential dwelling units for the proposed County’s Residential Village development located at 28123 County Road 561, Tavares, FL 32778.

Three submissions were received as shown on the attached respondent sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memos reflect technical factors and pricing were evaluated in compliance with the criteria within the RFP. Based on the County's needs and in its best interests, the recommendation is to award to the overall best market value response provided by Nichols Contracting, Inc.

Fiscal Impact: $4,997,878.84 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
ARPA/CSLFRF	1380	9089183	860620		$3,875,708.05
ARPA/CSLFRF	1380	9089183	860630		$1,122,170.79

Advertised Date: Paper:

Attachments:

1.	Respondent Listing 26-902
2.	26-902 Selection Committee Meeting Minutes 03.23.2026
3.	26-902 Award Recommendation
4.	26-902_Nichols_TransitionalHousing (ARPA-CDBG)_04.15.2026_UNSIGNED

STAFF APPROVALS AND DATES:

Bill Ponko	Created/Initiated - 04/06/2026
Louis DeLeon	Approved - 04/06/2026
Ron Falanga	Approved - 04/07/2026
Angela Harrold	Approved - 04/07/2026
Grace Burgos	Approved - 04/07/2026
Sean Beaudet	Approved - 04/07/2026
Roberto Bonilla	Approved - 04/08/2026
Alexis Clark	Approved - 04/15/2026
Kandace Pourbaix	Approved - 04/15/2026
Miranda Lanoue	Approved - 04/15/2026
Jaime Stewart	Approved - 04/15/2026
Alexis Clark	Approved - 04/16/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Solicitation Number: **26-902**

Solicitation Title: **Multi-Family Detached Housing**

Open Date: **Feb 3, 2026, 12:00:00 AM**

Close Date: **Mar 19, 2026, 3:00:00 PM**

Firm Name	Location
Faden Builders Inc.	Mount Dora, FL
JT2 EC	Tampa, FL
Nichols Contracting, Inc.	Columbia, MD

Lake County Office of Procurement Services
RFP 26-902: Multi-Family Detached Housing
RFP Selection Committee Meeting Minutes
Procurement Representative: Bill Ponko, Senior Procurement Agent

March 23, 2026, Begin Time: 8:30 AM

- Bill Ponko
  - Stated this is a public meeting
    1. Stated members of the public may listen, but not take part in discussions
  - Identified the solicitation
  - Stated this is a federally funded project, funding through The American Rescue Plan Act (ARPA) and Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
  - Solicitation was a Request for Proposals
  - Noted:
    1. Three (3) Addenda were posted, with Addendum No.1 and No.2 required to be turned in.
    2. During the routine Solicitation Posting audit, it was identified that an addendum was posted briefly in error, inadvertently extending the submission deadline to March 19, 2026. This system error was discovered on March 18, 2026.

  - Took roll of the Selection Committee (SC) members (alphabetically):
    1. Maria AbdoulKarim, Office of Housing & Community Services
    2. Sean Beaudet, Office of Parks & Trails
    3. Blake Livingston, Office of Facilities Management

  - Noted the three (3) firms providing proposals were (alphabetically):
    1. Faden Builders, Inc.
    2. JT2 EC Corporation
    3. Nichols Contracting, Inc.

  - The method of selection will be based upon the vendor's ability to perform via the written criteria, Section 7, on pages 3-4 of the RFP.
  - Noted electronic copies of the proposals were distributed to the SC, by Procurement.
  - Noted scoring sheets were distributed to the committee prior to the meeting
  - Noted Conflict of Interest Statements were also distributed to the SC prior to the meeting, and all were returned with no issues.

- Selection Committee:
  - Provided their analysis for each firm.

- Selection Committee:
  Recommended award to award to Nichols Contracting, Inc. the provided review of the proposal by Facilities did not discover anomalies and acceptable references performed by Procurement. If any issues are discovered and not resolved with

Nichols Contracting, Inc., the SC recommended going to the second-place firm, Faden Builders, Inc.

❖ Final Ranking
1. Nichols Contracting, Inc.
2. Faden Builders, Inc.
3. JT2 EC Corporation

❖ Bill Ponko:
- Stated that a meeting will be set up between Nichols Contracting, Inc. and the County to review the proposal and project expectations.
- Stated that Procurement Services will begin to facilitate the processing of the award recommendation.

❖ Meeting Adjourn

Award Recommendation Number AR-26-902-1

Solicitation Number: 26-902

Title: Multi-FamilY. Detached Housing

Recommended Vendor: Nichols Contracting, Inc.

Total number of responses: 3
Total number of acceptable responses received: 3

Contract Type: One Time BUY.

Is this purchase related to Information Technology? No
Vehicle Purchase? No
Is Federal or Grant Funded? Yes

Award Recommendation Type: RFP
Award Recommendation Basis: Best Market Value
Comments:

Contracting Officer Comments:

Funding sources:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount	Federal Or Grant Funded
ARPA/CSLFRF	1380	9089183	860620	N/A	3,875,708.05	Yes
ARPA/CSLFRF	1380	9089183	860630	N/A	1,122,170.79	Yes

Last Fiscal Year Spend Q

Fiscal Year Budget 1,997,878.84

Initiator Name: Bill Panko — Date: 3/16/2026 10:55:11 AM

Step 2.1 - Project Manager Approval: Blake Livingston — Date: 3/17/2026 10:29:07 AM

Step 2.2 - Project Manager Approval: Melving Isaac — Date: 3/17/2026 10:53:18AM

Step 3 - Financial Approval: Sean Beaudet — Date: 4/7/2026 12:01 :26 PM

Step 4 - Division Manager: Louis Deleon — Date: 4/7/2026 3:40:47 PM

Step 5 - Department Director: Angela Harrold — Date: 4/7/2026 3:44:21 PM

Step 9 - Grants Coordinator Review: ShellY. Williams — Date: 4/8/2026 10:50:23 AM

Step 10 - Contracting Officer Review: Bill Panko — Date: 4/8/2026 11 :02:52 AM

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
NICHOLS CONTRACTING, INC., FOR
MULTI-FAMILY DETACHED HOUSING PROJECT DEVELOPMENT & CONSTRUCTION SERVICES

(ARPA-SLFRF FUNDED)

ITB # 26-902

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Nichols Contracting, Inc., a foreign profit corporation authorized to do business in the state of Florida, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #26-902 seeking firms or individuals qualified to provide development and construction services for a multi-family detached housing project in Lake County, which shall be funded in part by a American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) funds from the U.S. Department of Treasury, ("Grant") and this Agreement shall be subject to the ARPA-SLFRF required terms and conditions within the Grant; and

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

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

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

ARTICLE 1. LEGAL FINDINGS.

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

ARTICLE 2. PURPOSE.

2.1 **Purpose.** The purpose of this Agreement is for the CONTRACTOR to provide 100% turn-key land development and residential construction for a twenty-one (21) unit multi-family detached transitional housing project located at 28123 County Road 561, Tavares, FL 32778, and related services (the "Service" or "Project").

ARTICLE 3. SCOPE OF SERVICES.

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Services, including all addenda, completed Submittal Forms, and CONTRACTOR'S proposed solution, attached hereto and incorporated herein as **Composite Exhibits A1 and A2,** respectively, as well as all Project permits, drawings, plans and specifications, as set forth herein. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures and the terms of this Agreement. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The Service consists of the completion all site work and construction of twenty-one (21) residential dwelling units for COUNTY'S multi-family detached transitional housing project ("Service" or "Project").

3.3 The Parties acknowledge that this is project specific agreement and that all work contracted for under this Agreement **shall achieve Final Completion on or before Monday, December 14, 2026.**

CONTRACTOR AND COUNTY ACKNOWLEDGE THAT DUE TO FEDERAL FUNDING, TIME IS OF THE ESSENCE IN COMPLETING THE WORK UNDER THIS CONTRACT.

CONTRACTOR SHALL ACHIEVE SUBSTANTIAL COMPLETION NO LATER THAN THIRTY (30) CALENDAR DAYS PRIOR TO DECEMBER 14, 2026.

ALL WORK PROVIDED UNDER THIS AGREEMENT MUST BE COMPLETED BEFORE MONDAY, DECEMBER 14, 2026, AND FINAL PAYMENT APPLICATIONS MUST BE RECEIVED BY FRIDAY, DECEMBER 18, 2026, IN ALIGNMENT WITH COUNTY PROCESSING REQUIREMENTS.

FAILURE TO MEET THE DEADLINES WILL RESULT IN LOSS OF FEDERAL FUNDING.

The Substantial Completion Date and Final Completion Dates assume change orders that are typical during a project of this size and complexity.

COUNTY and CONTRACTOR agree to cooperate in good faith to support project schedules and timely completion of the Project.

3.4 This Agreement will become effective upon both Parties signing this Agreement (the "**Effective Date**"). The Service will commence upon issuance of the Notice to Proceed by the COUNTY to the CONTRACTOR following the Effective Date. This Agreement shall remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY.

3.5 The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.6 All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted to the CONTRACTOR for rain delays; however, CONTRACTOR may request in writing for the COUNTY consider an adjustment of the contract period on a case-by-case basis to account for delays caused by the effects of inclement weather events but only when such an event causes the CONTRACTOR to be able to work less than fifty percent (50%) of a scheduled work day and only when such delays are not the result of CONTRACTOR'S failure to perform or neglect. CONTRACTOR must strictly comply with all claim submission requirements and other requirements of the Contract Documents related to time extensions. No additional compensation will be made for delays caused by or related to the effects of weather.

3.7 The CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service, except as expressly excluded in Exhibits A1 and A2.

3.8 In the event any conflict between any drawings and specifications contained within this Agreement, the following will govern:

A. Addenda will supersede all other contract documents to the extent specified in the addenda. Subsequent addenda will supersede prior addenda only to the extent specified in subsequent addenda.

B. 100% plans will supersede earlier versions of plans incorporated herein without further action by the Parties. Final approved plans, stamped by the permitting authority, supersede earlier versions of plans without further action of the Parties.

3.9 **Plans and Specifications.** The construction plans and specifications provided in the solicitation process are specifically incorporated herein as **Composite Exhibit B** and included by reference as a material term and condition of this Agreement. The Service shall be rendered in strict conformity with the construction plans and specifications, including any plans and specifications developed or provided by CONTRACTOR and approved by COUNTY as part of this Service. If applicable, any 100% plans or specifications provided by COUNTY shall supersede the documents listed below without the need for amendment to this Agreement. Plans to be developed and submitted by CONTRACTOR after the Effective Date of this Agreement shall be incorporated as part of the Contract Documents upon approval by the COUNTY without the need for amendment to the Agreement.

A. **Composite Exhibit B** includes the following:

1. *Construction Plans for Multi-Family Detached Housing,* dated March 2026, prepared by Halff, for Lake County (14 pages) (Referenced as "Exhibit K" in the solicitation materials).

2. *Geotechnical Investigation, Proposed Stormwater Retention Areas and Paved Parking/Drive Area, Transitional Housing Project, 28123 CR 561, Tavares, Lake County, Florida,* dated March 27, 2025, prepared by Andreyev Engineering, Inc., for Lake County (13 pages) (Referenced as "Exhibit O" in the solicitation materials).

3. *Code Minimum Landscape Plans for Multi-Family Detached Housing,* dated February 2026, prepared by Halff, for Lake County (9 pages) (Referenced as "Exhibit P" in the solicitation materials).

4. *St. Johns River Water Management District Environmental Resource Permit and Technical Staff Report for Permit No. 42209-4, Multi-Family Detached Housing,* issued March 2, 2026 (20 pages).

5. *Phase I Environmental Site Assessment Report – 3.2 Acre Lake County Property, 28123 CR 561, Tavares, Lake County, Florida,* dated July 17, 2024, prepared by Ardaman & Associates, Inc., for Lake County (351 pages).

6. *Offsite Utility Plans, to be provided.*

7. *Photometric Plan, to be provided.*

The Parties hereto recognize that due to the time sensitive nature of this project, final project plans are forthcoming and shall be promptly provided to CONTRACTOR upon final approval; CONTRACTOR agrees that it is fully aware of the nature and scope of the plans to be provided by the COUNTY having bearing on the scope of work to be performed under this Agreement, whether or not directly referenced in this section, and acknowledges that it has incorporated project cost and time considerations into its proposal.

3.10 Lands for Work and Access Thereto. CONTRACTOR hereby represents to COUNTY that it is fully aware of the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner authorizing the CONTRACTOR to do so. CONTRACTOR is responsible for obtaining any required temporary use permits prior to utilizing the private property. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. The CONTRACTOR shall obtain from landowner any environmental permits and use permits, as applicable, and supply a copy thereof to the COUNTY.

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

3.11 Drawings/Plans. If at any time the CONTRACTOR is supplied by the COUNTY or produces building drawings/documentation for construction or any other purpose, the CONTRACTOR shall not share, distribute, display, or in any other way transmit a copy of these plans without the consent of the COUNTY. If there is a need to allow another individual to view the plans, a written request (email is

allowed) shall be submitted to the COUNTY'S Project Manager. A written response (email is allowed) from the COUNTY must be obtained before the plans can be released for viewing.

3.12 Grant Funding.

A. 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. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements.

B. THIS AGREEMENT IS FUNDED UNDER A GRANT FROM THE U.S. TREASURY DEPARTMENT UNDER THE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) ("GRANT"); CONTRACTOR MUST COMPLY WITH ALL FEDERAL GRANT REQUIREMENTS IN PROVIDING SERVICES UNDER THIS AGREEMENT. CONTRACTOR'S attention is called to the flow-down requirements within the Grant's Terms and Conditions, which are attached hereto and incorporated herein as **Exhibit C**.

ARTICLE 4. PAYMENT.

4.1 The COUNTY shall pay, and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement, compensation as provided in the Pricing Schedule, which is attached hereto and incorporated herein by reference as **Exhibit D**. The total cost of the Project will **not exceed Four Million Nine Hundred Ninety-Seven Thousand Eight Hundred Seventy-Eight and 84/100 Dollars ($4,997,878.84).** Retainage shall be released as set forth in Section 218.735, Florida Statutes.

A fixed lump sum price represents the CONTRACTOR'S bid, including all applicable taxes, materials, labor, tools, equipment, supervision, transportation, fuel, permits, inspections, licenses, management and overhead, and all incidentals necessary to provide a complete, turn-key service, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

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

4.2 Retainage. A retention of funds equal to five percent (5%) will be withheld from each invoice in accordance with Section 218.735, Florida Statutes. Retainage will be released in accordance with Section 218.735, Florida Statutes, and as provided in **Article 6.19**, *Acceptance of Work and Final Payment*, of this Agreement.

4.3 Invoicing.

A. The CONTRACTOR shall submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Invoices are to be submitted to the Office of Facilities Management at FacilitiesInvoices@LakeCountyFL.gov, unless directed otherwise by the Project Manager. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work.

B. All invoices shall be accompanied by PDF documentation of the work completed and invoiced including, but not limited to: service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation requested by the COUNTY in COUNTY'S discretion. All invoices must contain the solicitation number, date, and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided, and a calculation for the five percent (5%) retainage to be withheld.

C. If subcontractors are utilized, a copy of the subcontractor invoice to CONTRACTOR shall accompany the invoice submitted to COUNTY. Within five (5) calendar days after award of any subcontract, CONTRACTOR shall deliver to COUNTY a statement setting forth the name and address of the subcontractor, a summary of the work subcontracted and a copy of the subcontract.

4.4 Progress Payments. The CONTRACTOR may receive periodic payments on a thirty (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 Section 218.735, Florida Statutes. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. Each invoice must contain such detail and be backed up with whatever supporting information the COUNTY reasonably requests and must at a minimum state:

A. The total Construction Price for the Service.

B. The amount due for properly provided labor, materials and equipment properly incorporated into the Service; and with respect to amounts invoiced for materials or equipment necessary for the Service and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the COUNTY), be accompanied by written proof that the COUNTY has title to such materials or equipment and that such material and equipment is fully insured against loss or damage.

C. A breakdown of the various parts of the Service as related to the Pricing Sheet as shown on **Exhibit D**.

D. The value of the various parts of the Service performed;

E. Previously invoiced amounts and credit payments made;

F. The total amount due, less any agreed retainage;

G. Submit a current schedule with every pay application; and

H. A lien waiver and other documentation verifying the CONTRACTOR'S payment to subcontractors and suppliers as the COUNTY may reasonably request.

I. Include CONTRACTOR'S Payment Affidavit, attached hereto and incorporated herein as part of **Exhibit E (Composite).**

Without limitation, at any stage of the Service, the COUNTY may require that the CONTRACTOR provide a lien waiver **executed by the CONTRACTOR; each Subcontractor having provided Notice to COUNTY; and any other Subcontractor, Laborer, Materialman, or person or entity providing labor, materials or services; as may reasonably by required by the COUNTY, which such release and waiver of lien must relate to the work which is the subject of the Application for Payment.**

4.5 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will not make payment on partial delivery of supplies, services, or materials.

4.6 Payment/Performance Bond Requirements. Pursuant to Section 255.05, Florida Statutes, CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount that represents ***100%*** of the contract price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as **Exhibit F.** In the event the CONTRACTOR defaults on the construction, the COUNTY shall utilize the Payment and Performance bond or letter of credit to complete the work.

4.7 Payment Procedures.

A. The COUNTY will review the CONTRACTOR'S applications for payment, including such accompanying data, information and schedules as the Service requires, to determine the amounts due to the CONTRACTOR and, based upon such review, together with its inspections of the Service, will authorize payment by the COUNTY to the CONTRACTOR in writing. Such authorization will constitute the CONTRACTOR'S certification to the COUNTY that:

1. The Service described in the CONTRACTOR'S invoice has progressed to the level indicated;

2. The Service has been performed in accordance with the Agreement;

3. All necessary and appropriate lien waivers have been submitted; and

4. The amount requested is currently due and owing to the CONTRACTOR.

B. In the case of unit price work, the CONTRACTOR'S recommendations for payment will constitute final determination of quantities and classifications of such work.

C. Payments will be deemed timely if postmarked on or before the payment date defined in this Agreement or any other payment due date stated in this **Article 4**.

D. COUNTY may withhold all or part of an application for payment to the extent reasonably necessary to protect the COUNTY if in the COUNTY'S opinion the representations to the COUNTY required by this section cannot be made. If the COUNTY is unable to certify payment in the amount of the application, the COUNTY will notify the CONTRACTOR as provided for in this Agreement. If the CONTRACTOR and the COUNTY cannot agree on a revised amount, the COUNTY will promptly authorize payment for the amount which the CONTRACTOR is able to make such representations to the COUNTY. The COUNTY may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the COUNTY'S opinion to protect the COUNTY from loss for which the CONTRACTOR is responsible, including loss resulting from its acts and omissions, because of:

1. Defective Work not remedied;

2. Third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the COUNTY is provided by the CONTRACTOR;

3. Failure of the CONTRACTOR to make payments properly to subcontractors for labor, materials, or equipment;

4. Reasonable evidence that the Service cannot be completed for the unpaid balance of the contract price;

5. Damage to the COUNTY or other contractor;

6. Reasonable evidence that the Service will not be completed within dates established in this Agreement, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or

7. Persistent failure to carry out the Service in accordance with this Agreement.

4.8 <u>County's Right to Refuse Payment</u>. The COUNTY'S approval of the CONTRACTOR'S invoice will not preclude the COUNTY from exercising any of its remedies under this Agreement. These remedies include, without limitation, the COUNTY'S right to withhold all or part of any payment (including Final Payment). In the event of a dispute, payment will be made on or before the payment date for amounts not in dispute, subject to any setoffs claimed by the COUNTY. The COUNTY will have the right to refuse to make payment and, if necessary, may demand the return of a portion or all the amount previously paid to the CONTRACTOR to the extent due to:

A. The CONTRACTOR'S failure to perform the Work in compliance with the requirements of this Agreement or any other agreement between the Parties.

B. The CONTRACTOR'S failure to correctly and accurately represent the Service performed in a payment request, or otherwise.

C. The CONTRACTOR'S performance of the Service at a rate or in a manner that, in the COUNTY'S reasonable opinion, is likely to result in the Service being inexcusably delayed.

D. The CONTRACTOR'S failure to use funds previously paid the COUNTY, to pay the CONTRACTOR'S Service-related obligations including, but not limited to, the CONTRACTOR'S subcontractors, materialmen, and suppliers.

E. Claims made against the COUNTY or its property.

F. Loss caused by the CONTRACTOR'S subcontractors, or suppliers and not paid by insurance or covered by bonds provided by CONTRACTOR.

G. The CONTRACTOR'S failure or refusal to perform any of its obligations to the COUNTY.

4.9 Contractor's Right to Refuse Performance for Non-Payment. If within the time set forth in Section 218.735, Florida Statutes, the COUNTY, without cause or basis under this Agreement, fails to pay the CONTRACTOR any amounts then due and payable to the CONTRACTOR will have the right, in addition to all other rights and remedies contained in this Agreement, to send the COUNTY an overdue notice. If the payment request is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

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

4.11 Correction of Past Payments. All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and will be corrected and adjusted in the final payment. If any invoice contains a defect or impropriety which would prevent payment by the payment date, the COUNTY shall notify the CONTRACTOR in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the COUNTY to be payable to the CONTRACTOR will be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

4.12 Interest on Outstanding Amounts Due. To the extent allowed by Chapter 218, Florida Statutes, interest will accrue on amounts owed by the COUNTY to the CONTRACTOR which remain unpaid for the time specified in the statutes. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.

No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

4.13 Invoice Warranties and Guarantees. The CONTRACTOR expressly warrants and guarantees to the COUNTY that:

A. Title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the COUNTY either by incorporation into the Service, or upon receipt of payment by the CONTRACTOR, whichever occurs last.

B. All goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances.

C. No goods, products, materials, equipment, or systems covered by an invoice have been acquired by the CONTRACTOR, or its subcontractors or suppliers, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the CONTRACTOR, or its subcontractors or suppliers.

4.14 Contractor's Signature. The signature of the CONTRACTOR on any invoice constitutes the CONTRACTOR'S certification to the COUNTY that (i) the CONTRACTOR'S services listed in the invoice have progressed to the level indicated and have been performed as required by this Agreement; (ii) the CONTRACTOR has paid its subcontractors and suppliers their proportional share of all previous payments received from the COUNTY; and (iii) the amount requested is currently due and owing.

4.15 Taxes. The CONTRACTOR shall incorporate into the Pricing Sheet, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment, and systems incorporated into the Service which were legally required at the time of execution of this Agreement, whether yet effective or merely scheduled to go into effect. The CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the COUNTY from and against all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the COUNTY by any taxing authority with respect to such taxes. The CONTRACTOR shall cooperate with and assist the COUNTY in securing qualified refunds of any sales or use tax paid by the COUNTY or CONTRACTOR on goods, products, materials, equipment, or systems. Any refund secured must be paid to the COUNTY.

4.16 Compensation of Contractor's Subcontractors and Suppliers. Upon receipt of payment from the COUNTY, the CONTRACTOR shall pay each of its subcontractors and suppliers out of the amount received by the CONTRACTOR on account of such subcontractor's or supplier's portion of the Service, the amount to which each entity is entitled, reflecting percentages retained from payments to the CONTRACTOR on account of such entity's portion of the Service. CONTRACTOR shall comply with the timeframes set forth in Section 218.735(6), Florida Statutes, for remitting payment to subcontractors. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONTRACTOR'S subcontractors or suppliers. However, the COUNTY reserves the right, but has no duty, to make payment jointly to the CONTRACTOR and to any of its subcontractors or suppliers if the COUNTY becomes aware that the CONTRACTOR fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the COUNTY, will create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the COUNTY to repeat the procedure in the future.

4.17 Final Payment.

A. Prior to being entitled to receive final payment, and as a condition precedent, the CONTRACTOR must achieve Final Completion of the Service and provide documents needed for final payment. CONTRACTOR shall submit the *Contractors Final Payment Affidavit*, attached hereto as part of **Composite Exhibit E**, as part of CONTRACTOR'S final payment request.

B. In order for both Parties herein to close their books and records, the CONTRACTOR will clearly state "**final invoice**" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any other further charges if not properly included in this final invoice are waived by the CONTRACTOR. CONTRACTOR'S failure to indicate final payment shall not bar the COUNTY from closing its account and nor shall it be used as a waiver of COUNTY'S rights or CONTRACTOR'S obligations under this Agreement.

ARTICLE 5. COUNTY RESPONSIBILITIES.

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

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

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract 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.

ARTICLE 6. FACILITIES PROVISIONS.

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

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

interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated in this Agreement by reference.

6.3 Intent of the Contract Documents.

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

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

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

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

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

6.5 Rentals. Should CONTRACTOR need to rent equipment to complete the assigned work, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over

the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to COUNTY. **There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work and was not included in the original estimate.**

6.6 Contractor Personnel.

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

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

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

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

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

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

that Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

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

Example: *ACME Plumbing - John H. Smith - 10/10/96*.

The documentation must include the following: (1) full name; (2) address; (3) email address; (4) telephone number; (5) copy valid of driver's license, State of Florida identification card, passport, and/ or work visa; (6) a current, clear, color photo (head shot) taken with a plain background; (7) building names and addresses of the facilities where the individual will be working; and (8) any additional information that may be requested by the Lake County Sheriff's Office.

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

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

J. Identification Badging / Proximity Cards / Keys.

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

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

approval by the Facilities Maintenance Division Manager and the assignment of a CONTRACTOR identification badge.

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

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

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

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

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

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

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

M. Worker Dismissal / Leave Reporting.

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

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

N. Service Completion.

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

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

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

6.7 Subcontractors.

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

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

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

D. CONTRACTOR shall include with the final invoice a completed *Contractor's Final Payment Affidavit*, a copy of which is attached and incorporated by reference as **Exhibit E**. The invoice will not be processed without the form.

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

6.8 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work must be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable

type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

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

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

6.10 Safety.

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

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

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

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

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

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

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

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

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

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

- Section 1: Identification;
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;
- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

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

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

6.12 Maintenance of Traffic.

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

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

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

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

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

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

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

6.13 General Inspection Requirements.

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

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

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

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

D. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies under this Agreement. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement for default.

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

F. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed

necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.14 Service Materials and Storage.

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

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

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

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

6.15 Time for Completion and Extensions.

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

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others will not be delayed or impaired. The CONTRACTOR will be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in **Article 3.3** above.

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

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

6.16 Changes in the Scope of Work/Services. When it is determined that it is in the best interest of COUNTY, changes in the Scope of Work may be made by written Change Order, executed by both Parties. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

A. COUNTY Initiated Change Orders.

1. COUNTY in its sole and absolute discretion may, at any time, request CONTRACTOR to prepare a quote and written Change Order, in accordance with the COUNTY'S Purchasing Policy and Procedures, to increase or decrease the scope of the work. COUNTY will make a formal written request for a quote and Change Order describing the changes to be addressed by the Change Order. CONTRACTOR shall provide COUNTY a quote and written Change Order within ten (10) business days from COUNTY'S written request, which shall include an itemized list of quantities, units, and pricing, including overall cost impact to the project, individually and in conjunction with all other changes made; a description of the impact on the project schedule and completion date, individually and in conjunction with all other changes made; and confirmation of COUNTY'S written request for Change Order. COUNTY will process COUNTY-initiated Change Orders in accordance with section 218.755, Florida Statutes.

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

B. CONTRACTOR Initiated Change Orders.

1. For CONTRACTOR requested changes in work, including requests for extensions of time, CONTRACTOR must first seek approval from the COUNTY Project Manager to prepare and submit a Change Order for COUNTY consideration. CONTRACTOR shall not submit a request for Change Order without first seeking Project Manager approval; any Change Order submitted without prior written approval will not be considered by COUNTY.

2. Change Orders requested by the CONTRACTOR shall include, at minimum: (1) a description of and justification for the requested change; (2) itemized list of quantities, units, and pricing, along with the overall cost impact to the Project, individually and in conjunction with all

other changes made; (3) a statement of the contractual basis for the requested change; (4) a description of the impact on the project schedule and completion date, individually and in conjunction with all other changes made during the course of the Service; and (5) confirmation that the COUNTY Project Manager approved CONTRACTOR'S request to submit a Change Order for consideration. The COUNTY reserves the right to reject and/or request additional information from CONTRACTOR in support of its request for a Change Order.

3. CONTRACTOR must obtain written approval through a Change Order executed by both Parties before proceeding with any work described in the Change Order; both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective. CONTRACTOR will not be compensated for any work performed without a duly executed Change Order for any CONTRACTOR requested Change Order.

C. For work not contemplated by the original Agreement where the COUNTY'S Project Manager determines CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR'S quote to complete the additional work will be limited to: (i) the CONTRACTOR'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to: (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general, and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

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

E. Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order. If a Change Order is approved by the COUNTY with the number of additional Contract days listed as "to be determined" or "TBD," then TBD shall be treated as zero (0) additional days approved.

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

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

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

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

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

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

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

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

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

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

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR'S

responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Agreement, the management of the materials once delivered or the incorporation of the materials into the Service, as provided in the construction documents, including, without limitation, the plans, specifications and construction schedule.

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

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

6.18 Claims and Disputes.

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

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

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

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The

CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

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

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

6.19 Acceptance of the Work and Final Payment.

A. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the Service is accepted by the COUNTY and will be in compliance with the terms of this Agreement, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

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

C. Substantial Completion.

1. Substantial Completion is the point at which the work (or a designated portion of the work the COUNTY has agreed to accept expressly under this Agreement), is sufficiently complete consistent with the requirements of the Contract Documents to enable the COUNTY to take possession of, occupy, or use the Project (or such designated portion, if applicable), in all respects for its intended use without significant disruption from the completion of any remaining work. Substantial Completion will not be achieved until:

i. All Project systems included in the work (or that designated portion, if applicable) are operational as designed and scheduled, and where required by the Contract Documents, have been inspected and commissioned;

ii. COUNTY'S personnel have received the requisite number of operational manuals and all instruction and training in the use of such systems as required by the Contract Documents;

iii. All required governmental inspections and approvals associated with the use and occupancy of the Project including, without limitation, a certificate of occupancy for such use are obtained and provided to the COUNTY;

iv. All utilities have been connected and are in working order, if applicable to the specific project;

v. All final finishes specified in the Contract Documents are in place; and

vi. The Project (or designated portion, if applicable) has been fully cleaned and cleared of any debris and is readily accessible, operable, and usable for its intended purpose.

2. The CONTRACTOR will notify the COUNTY'S Project Manager in writing when it considers Substantial Completion of the Work (or such designated portion(s) the COUNTY has agreed to accept) to be achieved. After receiving such notice, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will schedule an inspection of the Work or such designated portion to determine if Substantial Completion has been achieved. CONTRACTOR and COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will jointly conduct the Substantial Completion inspection.

i. If the COUNTY determines that Substantial Completion **has not been achieved**, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will provide CONTRACTOR with a list of items to be completed or corrected to enable the COUNTY to take possession of, occupy, or use the Project (or a designated portion), for its intended use without significant disruption. CONTRACTOR will promptly perform such work and notify the COUNTY'S Project Manager upon completion in writing and request the COUNTY to schedule another Substantial Completion inspection.

ii. If the COUNTY determines that Substantial Completion **has been achieved**, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will promptly notify the CONTRACTOR. The COUNTY shall provide CONTRACTOR with a Certificate of Substantial Completion which shall include a single list of items required to render the Service complete, pursuant to Section 218.735(7), Florida Statutes. COUNTY will prepare and deliver to CONTRACTOR the Certificate of Substantial Completion and single list of items within thirty (30) calendar days following the Substantial Completion inspection. The single list will be delivered by the COUNTY to the CONTRACTOR within five (5) days after the list of items has been developed and reviewed.

The failure by the COUNTY to include any corrective work or pending items on the list does not alter CONTRACTOR'S responsibility for completing the Service pursuant to the Contract Documents. All items that require correction under the Agreement and that are identified after the preparation and delivery of the list remain the obligation of CONTRACTOR. The CONTRACTOR shall correct all deficiencies before final acceptance and payment of retainage is made.

3. The Certificate of Substantial Completion will establish the date of Substantial Completion for the Work or such designated portion and:

i. Include a single list of all items to be completed or corrected and identify the time for completion or correction. Unless otherwise agreed, all items must be completed within

thirty (30) calendar days of Substantial Completion Date. The failure to include an item on the list does not alter the CONTRACTOR'S responsibility to complete all Work as required by the Contract Documents.

ii. Identify any other conditions to be completed prior to Final Completion.

iii. Must be signed and accepted by the CONTRACTOR and COUNTY'S Project Manager.

4. Within twenty (20) business days after the COUNTY and CONTRACTOR sign and accept the Certificate of Substantial Completion, the COUNTY will pay CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the COUNTY less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the list. CONTRACTOR must provide COUNTY a proper payment application in order to receive payment.

D. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has reached Final Completion, including completion of all items identified in the single list of items provided in the Certificate of Substantial Completion, CONTRACTOR shall request a final inspection by the COUNTY in writing. The COUNTY, or the COUNTY'S representative, shall make the final inspection within five (5) business days of receipt of notification from the CONTRACTOR that the Service is ready.

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

F. Final Completion and Final Acceptance. Final Completion must be within thirty (30) days after the COUNTY'S issuance of a Certificate of Substantial Completion. Final Completion shall be achieved when all materials have been furnished, all work has been performed, and all the construction contemplated by this Agreement is completed to the COUNTY'S satisfaction. If the COUNTY fails to provide the list as provided for in paragraph C of this section, the time for completion will be extended by the number of days the COUNTY exceeded the delivery date. COUNTY will re-inspect to verify completion of the list of items provided to CONTRACTOR for final acceptance. An eighty-dollar ($80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items identified in the Final Inspection punch list.

G. Release of Retained Funds. As set forth in Section 218.735, Florida Statutes, upon completion and acceptance by the COUNTY of all items on the list of items provided for in paragraph C of this section, CONTRACTOR may submit a payment request for all remaining retainage withheld for the project, or phase of project, as applicable. If a good faith dispute exists as to whether one or more of the items identified in the list have been completed pursuant to the Agreement, COUNTY may continue to

withhold up to 150 percent (150%) of the total costs to complete such items. CONTRACTOR shall submit CONTRACTOR'S Final Payment Affidavit with the request for payment.

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

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

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

6.20 Warranties.

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

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

C. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise

provided for the Agreement documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

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

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

6.21 Liquidated Damages. Intentionally Omitted. The Parties agree that Liquidated Damages will not apply to this Agreement; any reference to Liquidated Damages in the Exhibits shall be disregarded.

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

6.23 Submittals and Equal Products.

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

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

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

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

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

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

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

6.26 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed must be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work may be performed on Saturdays, Sundays, or COUNTY Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an

emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. COUNTY Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve, and Christmas Day.

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

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

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

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

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

ARTICLE 7. GENERAL TERMS AND CONDITIONS.

7.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONTRACTOR; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

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 and the CONTRACTOR will be reimbursed for services satisfactorily performed and 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.

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

7.3 Insurance. Insurance requirements shall be as set forth in the attached **Exhibit G.**

7.4 Indemnification. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or

proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals, or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR will in no way limit the responsibility to indemnify, keep and hold harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities in this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

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

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

7.7 Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

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

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

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

7.11 Subcontracting. CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

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

7.13 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

7.14 Other Departments. Intentionally Omitted.

7.15 Other Agencies. Intentionally Omitted.

7.16 Warranties. See **Article 6**.

7.17 Deficiencies in Work. See **Article 6**.

7.18 County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the County's Tax Exemptions in securing such materials.

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

7.20 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

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

7.22 Additional Locations. Intentionally Omitted.

7.23 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.24 Accuracy. See **Article 6**.

7.25 Safety. See **Article 6**.

7.26 Safety Data Sheets. See **Article 6**.

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

7.28 Cleanup. See **Article 6**.

7.29 Protection of Property. See **Article 6**.

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

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

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

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

7.31 Truth in Negotiation Certificate. For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

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

7.33 Responsibility as Employer. See **Article 6**.

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

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

7.36 Price Redeterminations. Intentionally Omitted.

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

7.38 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for ten (10) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. 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 ninety (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.

7.39 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than ten (10) 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:

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

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

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

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

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

D. Failure to comply with this subsection will be deemed a breach of the Agreement 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.

7.40 Confidential and/or Exempt Information. The Service includes building plans, blueprints, drawings, and/or diagrams which are exempt from disclosure pursuant to Section 119.071(3), Florida Statutes. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed. CONTRACTOR shall be responsible for ensuring that confidential and/or exempt information is provided to its subcontractors only when necessary to complete the Service and shall be responsible for ensuring that confidential and/or exempt information provided to its subcontractors is handled in a manner that preserves its confidentiality and/or exempt information nature. CONTRACTOR shall ensure that all materials provided to subcontractors are returned as required under this provision. CONTRACTOR must include confidentiality provisions no less stringent than those herein in its agreements with subcontractors

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

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as

authorizing Vendor or Contractor to use or display COUNTY'S Intellectual Property. The COUNTY Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

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

7.43 Compliance with Federal Standards. All items to be purchased under this Agreement 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), and per Project specifications.

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

7.45 Claims and Disputes. See **Article 6**.

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

7.47 Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

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

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

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

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

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

7.55 Certification Regarding Scrutinized Companies. By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. 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.

The CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. 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.

7.56 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR'S employees, and their agents from: engaging in severe forms of trafficking in persons during the period of performance of the contract; procuring commercial sex acts during the period of performance of the contract; using forced labor in the performance of the Agreement; 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; using misleading or fraudulent practices during the recruitment of employees; charging employees or potential employees recruitment fees; failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; providing or arranging housing that fails to meet the host country housing and safety standards; or failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

7.57 State Forest Products. Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or

service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

ARTICLE 8. FEDERAL FUNDING PROVISIONS.

The Service provided under this Agreement is funded by American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the U.S. Department of the Treasury (Treasury) ("Grant") and requires that certain terms and conditions be incorporated into the solicitation and subsequent contract. CONTRACTOR acknowledges and agrees to adhere to the specific requirements of the Treasury and Grant.

Additionally, because the Project will receive HUD Home funds in the form of HOME Project-Based Vouchers (PBV's), HUD requires that certain terms and conditions be incorporated into the solicitation and subsequent contract.

CONTRACTOR acknowledges and agrees to adhere to the specific requirements of the Treasury, HUD, and Grant. Where there is an apparent conflict between Treasury, HUD, and Grant terms, the most restrictive requirement shall apply to CONTRACTOR.

8.1 The following federal terms and conditions are attached hereto and incorporated herein by reference:

- ARPA-SLFRF Related Contract Clauses and the COUNTY'S Grant, attached hereto and incorporated herein as **Exhibit H** and **Exhibit C**, respectively.

- HUD Related Contract Clauses, attached hereto and incorporated herein as **Exhibit I**, as well as **Exhibits J through N**, pertaining to compliance with HUD required contract clauses.

8.2 **Federal Funding Layering Rule.** When multiple federal funding sources apply to a single project, the most restrictive applicable federal labor standard governs the project scope to which the funding applies.

8.3 **Davis-Bacon Requirements.** Contractor is responsible for ensuring that Davis-Bacon reporting and compliance obligations are met and shall coordinate with County to ensure that labor standards interview requirements are met.

8.4 CONTRACTOR is responsible for determining what, if any, flow-down requirements exist for its subcontractors and for ensuring such flow-down requirements are met.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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

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

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

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

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

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

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

9.9 **Negation of Agent or Employee Status.** The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

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

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

If to CONTRACTOR:
Nichols Contracting, Inc.
9190 Red Branch Road
Suite 200
Columbia, Maryland 21045

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

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

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

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

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

ARTICLE 10. SCOPE OF AGREEMENT.

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

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

Exhibit A1 (Composite) ..... Scope of Services, Addenda, and Submittal Forms, and Contractor's Proposed Solution (36 pages).
Exhibit A2 (Composite) ..... Contractor's Vendor Profile, Specifications, and Proposed Solution (Revised) (42 pages)
Exhibit B (Composite)..... Project Plans and Specifications (407 pages).
Exhibit C ..... SLFRF Grant Agreement (6 pages)
Exhibit D ..... Pricing Sheet (Revised) (1 page).
Exhibit E (Composite)..... Contractor's Payment Affidavit and Final Payment Affidavit (2 pages).

Exhibit F .....Performance and Payment Bond (7 pages).
Exhibit G .....Insurance Requirements (2 pages).
Exhibit H .....ARPA Required Contract Clauses (9 pages)
Exhibit I.....HUD Required Contract Clauses (
Exhibit J.....Davis Bacon Requirements 29 CFR 5.5 (12 pages)
Exhibit K .....Davis Bacon Wage Act Posters (2 pages).
Exhibit L.....Davis Bacon Wage Determination (11 pages).
Exhibit M.....WHD Weekly Payroll Submittal Form and Certification (OMB Form No. 1235-0008) (2 pages).
Exhibit N .....Section 3 Certification (2 pages).
Exhibit O .....Concrete Pre-Pour Inspection Form (1 page).

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

CONTRACTOR

NICHOLS CONTRACTING, INC.

_____
Tyler Nichols, Vice President
License No. CGC1522915 (Fredrick Nichols, Qualifier)

This _____ day of _____, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

EXHIBIT A – SCOPE OF WORK v2.4.26 **26-902**
MULTI-FAMILY DETACHED HOUSING

Federally-Funded Grant Award #: SLT-3284

This project is funded through the American Rescue Plan Act (ARPA), Coronavirus State & Local Fiscal Recovery Funds (SLFRF). Contractor and subcontractors shall comply with the terms of the Grant Agreement.

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1.1. Be licensed and fully competent in all aspects of land development and residential construction in a safe manner.

1.1.1. Employ only skilled, qualified workers.

1.1.2. Be responsible for any needed maintenance of traffic.

1.2. Provide all-inclusive quotes to provide 100% turnkey land development services and construction of twenty-one (21) residential dwelling units for the proposed County's Residential Village development located at 28123 County Road 561, Tavares, FL 32778, as described in the *Multi-Family Detached Housing Lake County* Construction Plans, prepared by Halff, for Lake County, including all off-site work required for connection of the development to city water and sewer services.

1.2.1. Include all required labor, materials, equipment, manufacturer's installation documentation, components/devices, transportation, fuel, supervision, surveying, permits, inspections, and all other incidentals necessary to complete all necessary work in accordance with all parts of this solicitation and bid documents provided.

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. Provide all plans, engineering, and other requirements for eighteen (18) single-bedroom residential dwelling units and three (3) two-bedroom ADA compliant residential dwelling units, including 100% turnkey installation of the residential dwelling units, in ready-to-lease condition, per the minimum requirements set forth herein. Design to include concrete slab and footing to support proposed dwelling units structure.

1.4. Complete all work as specified in signed and sealed construction documents.

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

1.6. Be responsible for inspections, penalties, fees, or fines for project.

1.7. Enforce safety regulations and maintain a clean and safe work environment.

1.8. Be responsible for damages caused as the result of completing project.

1.9. Furnish all tools and equipment, including, but not limited to, site clearing and grading equipment, cranes, lift trucks, boom trucks, cherry pickers, or any other tool or equipment needed to complete the project timely.

1.10. Provide and maintain sanitary facilities, dumpsters, trash cans, storage containers, and any other equipment needed during construction.

1.11. Be responsible for scheduling, leading, and documenting project progress meetings with the architect of record and county representatives.

1.12. Attend any additional meetings scheduled by the county representatives to review topics related to the Project.

1.13. Create and maintain an up to-date project construction schedule.

1.14. Document activities, prepare, and distribute construction daily reports.

1.15. Produce and maintain to-date submittal, and Request for Information (RFI) logs.

1.16. Produce a valid schedule of values prior to project commencement.

1.17. Produce punch lists and address punch items in a timely manner as required by the county representative.

1.18. Document all changes and product information needed to file drawing revisions (red-line drawings).

1.19. Obtain all closeout permits, certificates of occupancy, and documentation needed as requested by the owner.

2. SCOPE OF WORK:

2.1. Contractor is responsible for locating/identifying all utilities before starting construction; refer to *Utilities* section below for additional requirements. Contractor must take every precaution to avoid damage to any underground utilities. Contractor will be responsible for any damage caused to the existing utilities. In the event that Contractor or any of its subcontractors damage an existing utility, the Contractor will be responsible for the repair and must repair the same at its own cost.

2.2. All existing utilities (water/sewer, electrical, telephone, cable, etc.) service connections, interruptions, or relocations shall be coordinated by Contractor in advance with field representatives of each respective utility.

2.3. No tree burning allowed. Contractor will be responsible for removing and disposing of existing trees in a legal and proper manner as necessary for the construction of the proposed improvements.

2.4. Contractor shall be responsible for providing all necessary clean fill material, grading, and compaction to level site area before construction of proposed improvements.

2.5. The Contractor will be responsible for planning and providing perimeter site fencing and signage to ensure the safety and security of the site from the public.

2.6. Contractor is responsible for the installation of silt fencing for entire perimeter of working area prior to starting any construction activity and stabilized construction access. Contractor shall be responsible for installing inlet protection as required and maintaining all erosion and sediment control BMPs for the duration of the project.

2.7. Contractor must provide compaction test results demonstrating that subgrade has been compacted to 98% AASHTO T-180 prior to pouring concrete and construction of asphalt driveway and parking.

2.8. Contractor must obtain Lake County Facilities Management staff inspection approval prior to pouring concrete. Contractors shall submit the *Concrete Pad, Sidewalk & Ribbon Curb Pre-Pour Inspection/Approval Form,* included as part of the bid documents, to the Office of Parks and Water Resources, Facilities Management for approval a minimum two (2) days before pouring concrete. This inspection is in addition to inspection by the Building Inspector.

2.9. All concrete sidewalks shall be a minimum of 6" thick (not 5 ½" or 5 ¾"). Wire mesh shall be mounted on chairs.

2.10. Contractor is responsible for debris/trash management and must provide a dumpster or remove all construction debris/discarded materials/trash daily. No discarded construction material shall be dumped or remain on site unless contained within a dumpster provided by the Contractor. Dumpsters shall be maintained to prevent overflow of debris.

2.11. Contractor responsible for re-grading and re-sodding all areas impacted by construction of the proposed improvements. Contractor shall provide all sod required. No grass seeding allowed.

2.12. Lake County Parks and Water Resources, Facilities Management will be providing the Building Permit (Plan Review Only) for the proposed improvements, however, the Office of Building Services has indicated Contractor will be required to complete a Building Permit Application prior to issuance of this Permit. In addition, the Contractor and any subcontractors must be added to the building permit and pay all related permit and inspection cost/fees for the required work included under this solicitation. Refer to *Permit Requirements* section below for additional requirements.

2.13. Contractor will be required to provide a timeline/work schedule and a detailed cost breakdown (schedule of values) at the preconstruction meeting for review which shall be the base for all payment applications.

2.14. Contractor shall provide 100% turn-key construction of eighteen (18) single-bedroom residential dwelling units and three (3) two-bedroom, ADA compliant residential dwelling units, including all engineering, permitting, and other requirements for the project, which shall meet the minimum requirements specified herein.

2.15. Dwelling Units Minimum Requirements:

2.15.1. Units provided shall fit within the building envelopes provided in the site plans and should have the following minimum square footage:

2.15.1.1. Single-bedroom (1 bedroom/1 bath) – 600 sq-ft

2.15.1.2. Two-bedroom (2 bedroom /1 bath) (ADA compliant) – 700 sq-ft

2.15.2. Bedrooms shall include a closet, ceiling fan, and smoke & carbon monoxide detector.

2.15.3. Bathrooms shall include at minimum a toilet, bathroom vanity with sink, mirror, shower, towel rack, toilet-paper holder, and exhaust fan vented to the exterior. Shower walls and floor shall be provided with Porcelain Tile, color to be selected by Lake County staff.

2.15.4. Kitchen shall include a kitchen sink with garbage disposal, kitchen hood with vent to the exterior, range 240-volt electrical connection, range, water valve connection for refrigerator, refrigerator with external water/ice dispenser, dishwasher, and kitchen

cabinets with solid surface countertop (color/finish to be selected by Lake County staff).

2.15.5. Living Room with ceiling fan. Cable TV and internet connections shall be provided.

2.15.6. Laundry Room with washer/dryer combo, including washing machine outlet box with hot/cold water/hammer arrestors and drain connections, 120-volt and 240-volt electrical connections.

2.15.7. Flooring: All areas shall be provided with waterproof laminate flooring except for the bathroom which shall be provided with Porcelain Tile. Color to be selected by Lake County staff. Waterproof laminate flooring shall be installed over moisture barrier underlayment.

2.15.8. Lighting system is required for all interior areas and exterior front area of the dwelling units. All interior and exterior lighting fixtures shall be LED.

2.15.9. Water heater.

2.15.10. Electrical systems include all necessary electrical components but not limited to electrical meter and panel, main and circuit breakers, electrical outlets, light switches, conduits and wiring.

2.15.11. Central heating, ventilation, and air conditioning systems (HVAC) system with digital programable thermostat.

2.15.12. Ceiling height minimum is eight (8) feet.

2.15.13. NFPA 13D compliant residential fire sprinkler system.

2.15.14. Roofing: Contractor to furnish and install all roofing materials including accessories and incidental work required to provide a complete and watertight roofing system. Roofing must be installed in strict accordance with the manufacturer's specification and all applicable Standards. Roofing shall be certified to be manufactured and installed for compliance with the Florida Building Code.

Roof Color: Sierra Tan (Standard Color).

Vapor Barrier: Peel and stick self-sealing and self-adhering membrane minimum 40 mil thick.

Warranty: Contractor shall provide a manufacturer's written full non-prorated warranty, covering roofing, flashing and trim, all of which shall be products of the roofing manufacturer. The warranty coverage shall include all flashings, penetrations, underlayment, field applied gutter material, and edge details as part of the weathertightness warranty. Contractor shall also provide a workmanship guarantee, on the roofing installation and components.

2.15.15. Modular Building Manufacturer: Exterior and interior walls including roof framing may be all steel framing by a Certified Modular Manufacturer.

2.15.16. Dwelling including unit design/construction shall be in compliance with the Florida Building Code latest edition and all applicable local and Federal codes.

Contractor shall provide and submit engineering drawings per above dwelling unit requirements for review/approval to the Office of Parks and Water Resources, Facilities Management before

proceeding to apply for building permits. Dwelling unit drawings must be signed/sealed by a professional engineer.

2.16. Construction includes but is not limited to; permitting, site preparation; clearing and grubbing; demolition and removal of the existing asphalt driveway aprons, removal of existing chain-link fence and PVC fence (east and south side of property only), grading; construction of temporary gravel construction entrance; construction of stormwater system, including installation of concrete storm drain piping and mitered end sections (MES), inlets, flared end sections (FES), swales, yard drains, weir and retention ponds; construction of asphalt driveway and parking; installation of signs; construction of concrete curbs; installation of ADA detectable warning mats; pavement markings (thermoplastic), construction of dumpster enclosure, bus shelter, mail kiosk, bike racks, installation of vinyl fence, and installation of silt fencing.

2.17. Contractor shall be responsible for National Pollutant Discharge Elimination System (NPDES) permit compliance, including preparation of Stormwater Pollution Prevention Plans (SWPPP), site inspection and documentation, and installation and maintenance of appropriate Best Management Practices (BMPs), including silt fence, inlet protection, etc.

2.18. Water Service: Consisting in the connection to the existing watermain, master meter with backflow preventer device, fire hydrants, water main and water service lines, gate valves, including all necessary components to provide water service to the proposed dwelling units under this bid.

2.19. Sewer: Installation of offsite force main and connection to existing City of Tavares offsite lift station, construction of a lift station including fencing/gate and connection to the proposed sanitary sewer system, installation of sanitary manholes, sanitary sewer lines, cleanouts, including all necessary components to provide sanitary sewer service to the proposed dwelling units under this bid. Installation of force main crossing County Road 561 by directional boring only.

2.20. Electrical Service: Contractor to furnish and install a turn-key electrical system including but not limited to installation of transformer pads, distribution panels, installation of electrical conduits, conductors and electrical panels including all necessary electrical components to provide power service to proposed dwelling units, lift station, and site lighting.

2.21. SECO Energy: Removal of existing lighting poles. Contractor responsible for coordinating all work with SECO Energy.

2.22. Final Payment: A Certificate of Occupancy/Completion issued by the Office Building Services, (352) 343-9653, must be provided on or before submittal of the final payment application.

3. ACCEPTANCE

Lake County will review all work to determine compliance prior to final acceptance of the work. Any work not installed in accordance with the plans and specifications and rejected by Lake County must be removed and replaced at the Contractor's expense.

4. CLEANING

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Any spoils created from this work must become the property of the Contractor and must be disposed of in a legal and proper manner.

5. FIELD CONDITIONS

It is the responsibility of the Contractor to verify all site conditions before they submit their bid. Verify and coordinate all work to field locations and dimensions. Contractor is responsible for the installation of temporary construction fencing and signage to safely enclose the work area along with silt fencing for entire perimeter of site work.

6. INSTALLATION

Installation must be in accordance with the terms and conditions in this Invitation to Bid, construction documents provided and as stated in the Scope of Work.

All work must meet all applicable Federal, State, and local building codes and must be performed by qualified licensed contractors in their respective areas (electrical, mechanical, plumbing, fire, etc.). The Contractor must complete all work per the Construction Documents, including the associated specifications.

7. LEAD TIME

Any long lead item must be ordered within one (1) week of issuance of project purchase order. Proof of purchase will be required.

8. PERMIT REQUIREMENTS

Contractor is responsible for obtaining all necessary building permits and inspection approvals and paying all related costs/fees for the work included under this solicitation. Contractor is responsible for obtaining directly from the engineering firm at his own expense, if needed, any necessary engineering drawings (CAD drawings, signed/sealed electronic plans or hard copies). Contractor must provide copies of all permits obtained by Contractor to Parks and Water Resources, Facilities Management prior to the start of construction. Contractor responsible for installing a Permit Posting Box Unit. Approved plans and permits must be available on site for the inspector. For questions regarding building permits and review process please contact the Office Building Services at (352) 343-9653.

9. PRODUCT HANDLING

Contractor is responsible for the proper packaging, shipping, handling and storage of materials to be incorporated in the work, so as to ensure the preservation of the quality and fitness of the materials for proper installation as required by the contract documents. Products are to be delivered to the site in the manufacturer's container or packaging. Contractor shall provide the following: storage containers for material as necessary; sufficient manpower and equipment necessary to off load equipment/materials at jobsite per scheduled deliveries; and dumpsters for cardboard waste and packing debris. Contractor must store materials in a secure, weather-protected area and provide adequate security to protect delivered and stored products from theft, vandalism, or damage during the installation. Contractor is responsible for the return of all damaged products to manufacturer and the replacement of damaged items.

10. PROPERTY REPLACEMENT

Property at the site, including turf (rubber, sod), concrete pavement, asphalt, lime rock path, and fencing removed or relocated during the course of construction and any damage due to the work performed by Contractor, must be reinstalled, repaired or replaced before final payment is made.

11. SAFETY PRECAUTIONS

Contractor shall be responsible for initiating, maintaining, and supervising all safety-related precautions in connection with the work throughout the contract term. Contractor must erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warning signs against hazards. It is the responsibility of the Contractor to provide a safe environment for Contractor's employees, subcontractors, and all other users, including County staff, and must monitor and maintain fencing/barricades to ensure continued safety.

12. USE OF SITE

The Contractor must confine its operations at the site to areas permitted by law, ordinances, and permits. The Contractor must not unreasonably encumber the site with materials, equipment, or trailers. The Contractor shall not cause the site entrance to be blocked or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the work and/or properties, or storage areas. The Contractor will be given 24-hour notice by the County to remove or relocate any materials, equipment, or trailers improperly placed on the site. If Contractor fails to remove or relocate the items within the 24-hours provided, the County will remove the items at the Contractor's expense.

13. UTILITIES

Contractor is responsible for making appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Call 811 before you dig (www.Sunshine811.com). The Contractor must protect all utilities (including irrigation) encountered while performing its work. The Contractor must exercise due care when excavating around utilities and must restore any damaged utilities, at its own expense, to the same condition or better as existed prior to start of work.

14. VENDOR SUBMITTAL

Submit product data/specifications and shop drawings electronically to Parks and Water Resources, Facilities Management for review and approval for all items of work. All submittals are to be approved by the engineer/architect and/or Parks and Water Resources, Facilities Management prior to delivering materials to job site and installation.

15. AS-BUILT DRAWINGS

One (1) complete set of As-Built Drawings (signed/sealed by a licensed professional) in hard copy and electronic format along with operation and maintenance manuals (if applicable) shall be supplied to the County upon completion of the work and before submitting final payment application.

16. WARRANTY AND GUARANTEES

Contractor must furnish Parks and Water Resources, Facilities Management with a signed minimum one (1) year warranty and maintenance program covering all systems from the date of final acceptance of the project by Lake County. The Contractor is responsible for securing warranties and guarantees for any materials, equipment, or fixtures to be incorporated into the project.

17. WORKMANSHIP

17.1. All furnishings described in this solicitation must be installed by qualified tradesman. All installation work and materials to be per manufacturer's specifications, or as directed by the County's Representative.

17.2. All work and materials are subject to the approval of the County.

17.3. All products must be inspected by the County for damage and chipped or marred finish. Contractor must replace any damaged or rejected products at no additional cost to the County. The County's representative may at the County's option authorize acceptance of chipped or scratched painted surfaces repaired by Contractor at his own risk.

18. LIQUIDATED DAMAGES

18.1. Contractor understands that due to the federal funding source, time is of the essence in the completion of the work described herein.

18.2. Substantial Completion: The date of substantial completion of work or designated portion thereof is the actual date certified by the County (Owner) or designated authorized representative, when the construction services are sufficiently complete, in accordance with all stated terms and conditions set forth in the solicitation. The County's authorized representative may authorize the release of the following upon receipt and acceptance.

The date of substantial completion may include but is not limited to the following:

- Approval and Receipt of Occupancy Permits by Fire Marshall;
- All materials and equipment installed;
- Landscaping and site work complete;
- HVAC test and balance complete and all certificates submitted to County;
- All systems in-place, functional and displayed to County's authorized representative or designee. All systems signed off by the County or County's authorized representative or designee;
- Cleaning and removal of debris from premises;
- Receipt of manuals and/or warranty certificates/information by the County;
- Draft record documents submitted to County/or authorized representative or designee; and
- Training and on-site demonstrations complete.

18.3. Final Completion: County and Contractor agree time is the essence for the completion of this project. The Contract time shall begin with issuance of a Notice to Proceed (NTP) indicating the start date to the Contractor by the County. Final Completion shall be 30 calendar days after Substantial Completion.

The date of final completion may include but is not limited to the following:

- Work is complete and in accordance with the Contract Documents and is ready for final inspection.
- Completion and approved Operation and Maintenance manuals have been submitted.

- Record Drawings reflecting "as built" conditions are complete and acceptable to the Architect-Engineer.
- All required Project Close-out Documentation is complete.
- Full Occupancy Permit from the Department for Housing, Buildings and Construction has been obtained.

All additional materials required by the specifications have been delivered to the Using Agency. E.g., spare parts, ceiling tiles, floor title, etc.

18.4. Liquidated Damages: Time is of the essence in the work provided for in these construction documents and there will be, on the part of the County, considerable monetary damage in the event the work is not completed within the time fixed for the completion of the contract, or within the time to which such completion may be extended by consent of the County. Inasmuch as the actual damages for such delay is impossible to exactly determine, the bidder agrees that he/she and his/her surety shall be liable for and shall pay to the County the following liquidated damages:

For failure of the Contractor to achieve final completion of the Work within the time set forth in the contract between County and contractor; liquidated damages shall be in accordance with the following schedule:

CONTRACT AMOUNT	LIQUIDATED DAMAGES PER CALENDAR DAY
$10,000 to $100,000	$100
$100,000 to $499,999	$250 + 0.05% of contract amount exceeding $100,000
$500,000 to $999,999	$450 + 0.04% of contract amount exceeding $500,000
$1,000,000 to $1,999,999	$650 + 0.03% of contract amount exceeding $1,000,000
$2,000,000 to $5,999,999	$950 + 0.02% of contract amount exceeding $2,000,000
$6,000,000 and Greater	$1,750 + 0.01% of contract amount exceeding $6,000,000

18.5. For the purpose of computing liquidated damages only, no deduction shall be made from the Contract amount for County Direct/Contractor Assisted Purchase of Project Related Material and Equipment. If the project has multiple phased substantial completion dates, liquidated damages for each phase shall be computed based on the contract amount allotted to each phase by the schedule of values.

19. EQUAL" PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA

19.1. Vendors must submit any equivalent request two (2) weeks prior to bid opening. Failure to submit timely will make equivalent submittal non-responsive.

19.2. The manufacturer's name, brand name and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated elsewhere in this solicitation.

19.3. This specific solicitation requires submission of the following documentation to enable County evaluation of "equal" products:

_____: Product Information Sheets
_____: Product Samples with Initial Offer
_____: Product Samples Upon Specific Request

_____: Product labels
_____: Performance Test Results

19.4. If an "equal" product may be considered by the County in accordance with this solicitation, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an "or equal" item is offered, and product information sheets are required, the initial offer must be accompanied with a complete set of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, a copy of performance test results of the unit offered as an equal. For product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the vendor shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.

19.5. If samples of all "or equal" items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.

19.6. For "equal" products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each "or equal" item offered. Failure to meet this requirement may result in your offer being rejected.

19.7. The County shall be sole judge of equivalence, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County's Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

[*End of Exhibit A*.]

Docusign Envelope ID: C90F3E20-F3E1-4B3C-8142-89B96AC38384

ADDENDUM NO. 1 **26-902**

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

SOLICTATION: Multi-Family Detached Housing 03/04/2026

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

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

1. Will the project be awarded based on value or cost? Can you please expand on this? We would like clarification.
   Response: Award will be based on a cost-benefit analysis.

2. Is a bid bond required?
   Response: No.

3. Is there any known soil mitigation?
   Response: There is no known soil mitigation anticipated.

4. Is there an electrical branching layout?
   Response: No, dwelling unit electrical drawings must be provided by contractor. Refer to Exhibit A - Scope of Work, section 2.15.16 indicating:

   "Contractor shall provide and submit engineering drawings per above dwelling unit requirements for review/approval to the Office of Parks and Water Resources, Facilities Management before proceeding to apply for building permits. Dwelling unit drawings must be signed/sealed by a professional engineer".

   *Note: The required Engineering Drawings shall include architectural, mechanical, plumbing, electrical and structural.

5. Is there any ongoing coordination with the local utility companies?
   Response: Yes.

6. What are the requirements for Telecommunications?
   Response: Refer to Exhibit A - Scope of Work, section 2.15 Dwelling Units Minimum Requirements, subsection 2.15.5 indicating: "Cable TV and internet connections shall be provided".

7. Please provide clarity on MWBE- are the numbers a goal, or a requirement?
   Response: MWBE data is for reporting purposes only.

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8. Section 1.1.1- Separate Builders Risk Policy for this project for the full budgeted amount is required? Can this be waived?
   Response: No.

9. With respect to Professional Liability, please confirm this is a requirement, it's not clear in section 1.1.2: Professional Liability and Specialty Insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.
   Response: Confirmed.

10. Will the County require a specification book? Or will a performance spec on sheets suffice?
    Response: A performance specification on sheets will suffice.

11. What is the cap for liquidated damages?
    Response: 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

12. What is the ETA on revised Civil Drawings?
    Response: Refer to attached revised Exhibit K - Engineered Drawings dated 3-4-2026. Additional revisions to add force main details and any other minor forthcoming revisions.

13. Is Landscaping and Irrigation required? If so, please indicate irrigation water source.
    Response: Yes, Landscaping and Irrigation required. Please refer to the Landscape & Irrigation Plans dated 3-4-2026. Irrigation water source will be City of Tavares existing water main on County Road 561.

14. Please provide Geotech Report.
    Response: Please refer to Exhibit O - Geotechnical Investigation.

15. Please confirm existing fire hydrant is sufficient for project.
    Response: There are 3 new proposed fire hydrants for the project. Refer to Utility & Fire Plan sheet C-600 included in the revised Exhibit K - Engineered Drawings dated 3-4-2026.

16. Please provide the specifics for the Entry Fire Gate.
    Response: Refer to Geometry Plan sheet C-400 included in the attached revised Exhibit K – Engineered Drawings dated 3-4-2026, specifically note indicating New Proposed Swing Gate With 'CLICK2ENTER'. In addition, refer to Utility & Fire Plan sheet C-600, Utility Notes #24.

17. Please provide details of crossings between underground utilities located on and off site as indicated on civil drawings.

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Response: Refer to General Details sheets C-700 and C-801, and Wastewater Details sheet C-901 included in the attached revised Exhibit K - Engineered Drawings dated 3-4-2026.

18. Are all water and electrical meters at each property to be owners' cost?
Response: Lake County will pay directly to the Utility Companies any required water and/or electrical meter cost/fee for each dwelling unit, site lighting system and lift station. Change Orders will not be issued for any Utility Company cost/fee.

19. Provide grading elevations for sidewalk and paving.
Response: Refer to Grading & Drainage Plan sheet C-500 included in the attached revised Exhibit K - Engineered Drawings dated 3-4-2026.

20. Sheet C700 denotes 4" sidewalks and scope of work document say 6". Please confirm. All concrete sidewalks shall be a minimum of 6" thick (not 5 ½" or 5 ¾"). Wire mesh shall be mounted on chairs.
Response: Refer to Exhibit A - Scope of Work, section 2.9. In addition, refer to Exhibit A - Scope of Work section 2.8 and Exhibit L - Concrete Pre-pour Inspections for additional requirements.

21. Is a dumpster a part of scope? If so, are there specs?
Response: Yes, refer to Exhibit A - Scope of Work, section 2.16 indicating "construction of dumpster enclosure". Dumpster Enclosure location shown in Geometry Plan sheet C-400, detail added to sheet C-700 General Details, refer to attached revised Exhibit K - Engineered Drawings dated 3-4-2026.

*Note: Dumpster Enclosure walls shall be constructed with split face block.

22. Provide water source for irrigation.
Response: Irrigation water source will be City of Tavares existing water main on County Road 561.

ADDITIONAL INFORMATION

1. Exhibit K – Engineered Drawings has been replaced with Exhibit K – Engineered Drawings (Revised 3-4-26).

2. Exhibit O – Geotechnical Investigation has been added to the solicitation documents.

3. Exhibit P – Landscape and Irrigation Plans (3-4-2026) has been added to the solicitation documents.

ACKNOWLEDGEMENT

Firm Name: Nichols Contracting, Inc.

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: Click or tap here to enter tex Signed by: Tyler A Nichols C396594E7ADB400...

Date: Click or tap to enter a date. 3/6/2026

Print Name: Tyler Nichols

Docusign Envelope ID: C90F3E20-F3E1-4B3C-8142-89B96AC38384

Title: Vice President

Primary E-mail Address: salesfl@nicholscontracting.com

Secondary E-mail Address: Click or tap here to enter text.

Docusign Envelope ID: B3DF8333-6191-4FD2-AC31-F8C915914A21

ADDENDUM NO. 2 **26-902**

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

SOLICTATION: Multi-Family Detached Housing 03/10/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of this addendum should be submitted along with the solicitation response.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

1. Is any portion of the project site located within a FEMA flood zone?
   Response: No.

2. Will this project be subject to County impact fees, utility connection fees, or building permit fees?
   Response: See Exhibit A – Scope of Work, Section 1.5.

3. Can the County confirm that primary access to the project site will be via the existing stub-out road connecting to County Road 561?
   Response: Confirmed.

4. Are any off-site roadway improvements anticipated on County Road 561 (e.g., turn lanes, signalization, widening, etc.)?
   Response: This need is not listed in the solicitation documents.

5. Has the County completed a geotechnical report for the site? If so, will it be shared with proposers?
   Response: See Exhibit O – Geotechnical Investigation.

6. Please confirm the status and capacity of water, sanitary sewer, stormwater outfall, and electric service.
   Response: Confirmed and there is ongoing coordination with the local utility companies, as noted in No.1 Addendum, Question 5.

7. Are utility extensions or off-site improvements anticipated, and if so, who is responsible?
   Response: Please refer to Exhibit K – Engineered Drawings.

8. Exhibit L references concrete pre-pour inspections. Please confirm whether alternative foundation systems (e.g., engineered pier, helical, or other code-compliant systems) will be considered, or whether cast-in-place concrete foundations are mandatory.
   Response: Vendors may provide alternative foundation systems, however approval of each system will be at the discretion of the County.

9. Please confirm that factory-built modular housing constructed in accordance with Florida Building Code and applicable HUD/Davis-Bacon requirements is acceptable under this solicitation.
   Response: Confirmed.

10. Modular manufacturers typically require front-loaded material procurement and factory mobilization. Will the County consider a payment schedule that includes an upfront mobilization payment in the range of 40–50% tied to material procurement and production commencement, subject to appropriate performance security?
    Response: No.

11. Does the County anticipate issuing a single release of units, or multiple phased task orders over time?
    Response: Single release of units.

12. What is the County's target timeline for notice to proceed and full project completion?
    Response: A Notice to Proceed will be issued upon successful filing of the Performance and Payment Bond, with a completion date of December 1, 2026.

13. Please confirm the applicable wage determination and whether Davis-Bacon applies to all off-site modular fabrication activities or only on-site work.
    Response: The Davis-Bacon Act applies to all off-site modular fabrication activities. This includes any construction, alteration, or repair activities that are part of a federally funded or assisted project.

14. Attachment requirements reference Section 3. Please clarify the target participation levels, if any.
    Response: N/A

15. Attachment requirements reference Section 3. Please clarify the reporting expectations
    Response: The Contractor is required to submit Section 3 Worker Certification forms and documentation to HUD. The Contractor must report Section 3 Worker certification at the completion of the project.

16. Attachment requirements reference Section 3. Please clarify whether off-site manufacturing labor counts toward Section 3 goals
    Response: Off-site manufacturing labor can count toward Section 3 goals, provided that the worker meets the eligibility criteria for Section 3 certification. Specifically, labor hours spent on contracts can contribute to the overall goals of 25% of total labor hours worked by Section 3 workers and 5% by Targeted Section 3 workers. The Contractor shall maintain documentation and compliance with the regulations to ensure that off-site manufacturing labor is recognized in their Section 3 efforts

---

ACKNOWLEDGEMENT

Firm Name: Nichols Contracting, Inc.

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

Docusign Envelope ID: B3DF8333-6191-4FD2-AC31-F8C915914A21

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

Signature of Legal Representative Submitting this Bid: Signed by: Tyler A Nichols C395594E7ADB400...

Date: 3/11/2026

Print Name: Tyler Nichols

Title: Vice President

Primary E-mail Address: salesfl@nicholscontracting.com

Secondary E-mail Address:

The undersigned hereby declares that Nichols Contracting, Inc. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **MULTI-FAMILY DETACHED HOUSING** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

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

2.0 PAYMENT

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

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

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

3.0 CERTIFICATION REGARDING SITE VISITATION

Has the Vendor attended the non-mandatory pre-bid conference or has the Vendor completed a scheduled site visit? YES

4.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

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

For purchases of $1 million or more:

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

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

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

5.0 CERTIFICATION REGARDING FELONY CONVICTION

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

6.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

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

7.0 CERTIFICATION REGARDING BACKGROUND CHECKS

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

8.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

9.0 ANTITRUST VIOLATOR VENDOR LISTS

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

10.0 FEDERAL FUNDING REQUIREMENT

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

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

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

10.2 REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: PY8EUERLAA35

11.0 LOCAL VENDOR PREFERENCE – N/A

12.0 GENERAL VENDOR INFORMATION

Firm Name: Nichols Contracting, Inc.

Street Address: 9190 Red Branch Rd. Suite 200

City: Columbia State and ZIP Code: MD, 21045

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

Telephone: 301-924-5258

Purchase Order Email Address: salesfl@nicholscontracting.com

Federal Identification Number / TIN: 52-1746672

13.0 SUBMITTAL SIGNATURE

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

Name of Legal Representative Submitting this Proposal: Click or tap here to enter text.

Signed by: Tyler Nichols C395594E7ADB400...

Date: 2/26/2026

Print Name: Tyler Nichols

Title: Vice President

Primary E-mail Address: salesfl@nicholscontracting.com

Secondary E-mail Address: Click or tap here to enter text.

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

[The remainder of this page is intentionally blank]

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

NICHOLS, FREDERICK

NICHOLS CONTRACTING, INCORPORATED
260 BUSINESS PARK WAY A
ROYAL PALM BEACH FL 33411

LICENSE NUMBER: CGC1522915

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRESETH, GREGORY JOHN

NICHOLS CONTRACTING, INCORPORATED
260 BUSINESS PARK WAY A
ROYAL PALM BEACH FL 33411

LICENSE NUMBER: CAC1820514

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/12/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRESETH, GREGORY JOHN

NICHOLS LIFE SAFETY
260 BUSINESS PARK WAY A
ROYAL PALM BEACH FL 33411

LICENSE NUMBER: EC13009689

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

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Page 72 of 198

NICHOLS CONTRACTING, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
PY8EUERLAA35	**05KU9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 8, 2026**	
Physical Address	Mailing Address	
9190 Red Branch RD **STE 200** **Columbia, Maryland 21045-2049** **United States**	**9190 Red Branch Road** **Suite 200** **Columbia, Maryland 21045** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Maryland 03	**Maryland / United States**	**www.nicholscontracting.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 12, 2025	**May 8, 2025**	**Apr 11, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 1, 1991	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**05KU9**

Points of Contact

Electronic Business

Tyler A Nichols, Vice President

9190 Red Branch RD
Suite #200
Columbia, Maryland 21045
United States

Government Business

Tyler A Nichols, Vice President

9190 Red Branch RD
Suite #200
Columbia, Maryland 21045
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236220**	**Commercial And Institutional Building Construction**
	221122	**Electric Power Distribution**
	236210	**Industrial Building Construction**
	238110	**Poured Concrete Foundation And Structure Contractors**
	238120	**Structural Steel And Precast Concrete Contractors**
	238130	**Framing Contractors**
	238140	**Masonry Contractors**
	238150	**Glass And Glazing Contractors**
	238170	**Siding Contractors**
	238190	**Other Foundation, Structure, And Building Exterior Contractors**
	238210	**Electrical Contractors And Other Wiring Installation Contractors**
	238290	**Other Building Equipment Contractors**
	238310	**Drywall And Insulation Contractors**
	238320	**Painting And Wall Covering Contractors**
	238330	**Flooring Contractors**
	238350	**Finish Carpentry Contractors**
	238390	**Other Building Finishing Contractors**
	238910	**Site Preparation Contractors**
	238990	**All Other Specialty Trade Contractors**
	561621	**Security Systems Services (Except Locksmiths)**

Disaster Response

This entity does not appear in the disaster response registry.

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

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

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

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

Signed and Delivered on the 17th day of February, 2026.

BY: _____
Signature of Affiant

Tyler Nichols, Vice President
Printed Name

STATE OF Maryland
COUNTY OF Howard

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of February, 20 26, by Tyler Nichols, who is ☒ personally known to me or ☐ has produced identification (type):_____.

_____
(Notary Signature)

(SEAL)

JOHN P CALANTONIO
My Commission Expires
NOTARY PUBLIC
03-20-2029
MONTGOMERY COUNTY, MD

ATTACHMENT – 4 NON-COLLUSION DECLARATION 26-902

I, Tyler Nichols, hereby declare that I am
(NAME)

Vice- President of Nichols Contracting, Inc.
(TITLE) (FIRM)

of Columbia, Maryland
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition with any other contractor, bidder, or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitted a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements or representations made in this Declaration.

8. I affirm that the firm has informed the County in writing of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm for violation of state or federal anti-trust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes

disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

I declare under penalty of perjury that the foregoing is true and correct.

Contractor, as PRINCIPAL:

Company: Nichols Contracting, Inc.

By: _____
(Authorized Signature)

Printed Name: Tyler Nichols

Title: Vice President

Date: February 17th, 2026

STATE OF ~~FLORIDA~~ Maryland

COUNTY OF Howard

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 17th day of February, 20 26, by Tyler Nichols as Vice President for Nichols Contracting, Inc..

Personally Known [X] OR Produced Identification [ ]

Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

JOHN P CALANTONIO NOTARY PUBLIC MONTGOMERY COUNTY, MD My Commission Expires 03-20-2029

a Drug-Free Workplace

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044

Expiration Date: 2/28/2027

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

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

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.
WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

Name of Authorized Official	Title
Tyler Nichols	Vice President

Signature	Date
X Signed by: Tyler A Nichols C395594E7ADB400...	3/4/2026

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

ATTACHMENT 6 **CONFLICT OF INTEREST FORM** **26-902**

I HEREBY CERTIFY that

I *(printed name)* Tyler Nichols am the *(title)* Vice President and the duly authorized representative of the firm of *(Firm Name)* Nichols Contracting, Inc. whose address is 9190 Red Branch Road, Suite 200, Columbia, MD 21045, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List) None

Signature: _____

Printed Name: Tyler Nichols

Firm Name: Nichols Contracting, Inc.

Date: February 17th, 2026

Sworn to and subscribed before me this 17th day of February 20 26

Personally Known X
OR Produced Identification _____, Type of Identification _____

My Commission Expires March 20th, 2029

_____
(Notary Signature)

JOHN P CALANTONIO
My Commission Expires
NOTARY PUBLIC
03-20-2029
MONTGOMERY COUNTY, MD

CERTIFICATION DEBARMENT AND SUSPENSION

THE QUOTER HEREBY CERTIFIES THAT:

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

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

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

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

COMPANY NAME:*Nichols Contracting, Inc.*

ADDRESS: 9190 Red Branch Rd. Suite 200
CITY: Columbia
STATE & Zip Code: Maryland 21045

COMPANY'S AUTHORIZED OFFICAL:

SIGNATURE: Signed by: Tyler A Nichols C395594E7ADB400...

Printed Name: Tyler Nichols
Title: Vice President
Date: 3/4/2026

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

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

By Tyler Nichols
(print individual's name and title)

for Nichols Contracting, Inc.
(print name of entity submitting sworn statement)

whose business address is 9190 Red Branch Rd., Ste 200 Columbia, MD 21045

and (if applicable) its Federal Employer Identification Number (FEIN) is 52-1746672

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

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

Signed and Delivered on the day of February 17th, 2026.

BY: _____
Signature of Affiant

Tyler Nichols
Printed Name

STATE OF Maryland
COUNTY OF Howard

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 17th day of February, 2026, by Tyler Nichols, who is ☒ personally known to me or ☐ has produced identification (type): _____.

JOHN P CALANTONIO NOTARY PUBLIC MONTGOMERY COUNTY, MD My Commission Expires 03-20-2029

_____
(Notary Signature)

(SEAL)

OMB Number: 4040-0013
Expiration Date: 06/30/2028

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	Nichols Contracting, Inc.
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	
* First Name:	Tyler
Middle Name:	
* Last Name:	Nichols
Suffix:	
* Title:	Vice President
* SIGNATURE:	Signed by: Tyler A Nichols C395594E7ADB400...
* DATE:	3/4/2026

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

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

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

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

The undersigned certifies that for the Lake County Multi-Family Detached Housing (project name) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including

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

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

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

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

Signed by:
Tyler A Nichols
C1C395594E7ADB400...

Signature of Contractor's Authorized Official

Tyler A Nichols Vice President

Name and Title of Contractor's Authorized Official

3/11/2026

Date

Date: March 12, 2026

Lake County
Office of Procurement
315 W. Main Street, Suite 416
Tavares, FL 32778

Re: RFP No. 26-902 – Lake County Multi-Family Detached Housing

Dear Evaluation Committee Members:

Nichols Contracting, Inc. is pleased to submit this proposal in response to Lake County's Request for Proposal (RFP) No. 26-902 for the Lake County Multi-Family Detached Housing project. As the Offeror, Nichols Contracting, Inc. will serve as the contracting entity responsible for delivering construction services should we be selected for this project.

Nichols Contracting, Inc. is a licensed, full-service general contractor with more than three decades of experience delivering construction and renovation projects for public agencies, local governments, and institutional clients. Our firm provides comprehensive general contracting services including project management, subcontractor procurement and coordination, cost control, scheduling, quality assurance, and site safety management.

Our team has extensive experience delivering public sector and multi-famil

y
construction projects that require disciplined project controls, strong trade partner coordination, and proactive communication with owners and stakeholders. We approach every project with a structured management process that emphasizes early planning, detailed scheduling, and continuous oversight of subcontractor performance to ensure work is completed safely, efficiently, and in accordance with project specifications.

Nichols Contracting maintains long-standing relationships with qualified subcontractors and suppliers, allowing us to assemble experienced project teams and maintain reliable workforce capacity throughout the duration of construction. Our project managers and field supervisors closely monitor progress, manage quality control, and ensure that all work is performed in compliance with applicable codes, contract requirements, and safety standards.
Through this approach, Nichols Contracting consistently delivers projects that meet or exceed owner expectations for schedule,budget, and workmanship. We are confident in our ability to provide Lake County with responsive service, transparent

communication, and dependable construction management throughout the life of the project.

This proposal is submitted by an authorized representative of Nichols Contracting, Inc., whowillserve as theprimary point of contact for this procurement. All information provided herein is true and accurate to the best of our knowledge, and Nichols Contracting, Inc. is fully prepared to meet the requirements outlined in the solicitation.

Thank you for your consideration. We appreciate the opportunity to submitour proposal and look forward to the possibility of partnering with Lake County on this important project.

Sincerely,

Nichols Contracting, Inc.

Authorized Representative:

Signed by:
Greg Van Haute
5BED0111A5D749A...

Greg Van Haute
Vice President – Florida Division

Nichols Contracting, Inc.
260 Business Park Way, Suite 200
Royal Palm Beach
Phone: (301) 924-5258
Email: salesfl@nicholscontracting.com

UNDERSTANDING OF THE PROJECT

Our team developed a comprehensive understanding of the project through detailed review of all technical, regulatory, operational, and community-driven requirements. From the outset, we evaluated both the hard project criteria and the broader compliance framework, including certified payroll under Davis-Bacon, Buy America requirements, inspection coordination, and federal reporting obligations.

We also assessed the physical environment and surrounding context, including site location, adjacency to active community uses such as the nearby gun range, and exposure to regional weather conditions. These factors informed our understanding of key priorities, including durability, acoustic performance, safety, energy efficiency, and long-term operational reliability.

Through our review, we identified that the project requires a balanced approach that delivers both technical performance and meaningful community value. We recognized theimportance of developing a structure capable of resisting severe weather events, achievingstrong an STC rating of 59 for resident comfort, complying with NFPA 13 fire protection requirements, and strong energy performance with R32 exterior walls through improved envelope design and high-efficiency systems.

Our team also identified early that disciplined civil sequencing, infrastructure coordination, and procurement planning will be critical to maintaining overall schedule performance. We understand that site development — including sidewalks, underground utilities, grading, and building pad preparation — must be strategically sequenced to support uninterrupted vertical construction while maintaining site safety and efficient logistics flow.

Based on our evaluation, we recognize the importance of sequencing civil operations with an early focus on establishing building pads to enable vertical construction to commencewithout delay. This approach allows concurrent progress across scopes while minimizing disruption and improving overall productivity.

We further identified long-lead infrastructure components, including the lift station, as key schedule drivers. These items have already been incorporated into our detailed project schedule with procurement durations aligned to fabrication and approval timelines. Our review also confirmed that major building components, including the prefabricated panel system, can be delivered within approximately three weeks following final shop drawing approval, supporting schedule continuity while maintaining flexibility for customization.

Finally, we recognized the broader opportunity for this project to positively impact the surrounding community. As part of our early efforts, we initiated outreach to local contractors and vendors located within close proximity to the project site to support workforce participation and local economic involvement.

Contractor Profile

Nichols Contracting, Inc.

Nichols Contracting, Inc. (NCI) is an established general contracting firm with more than 35 years of experience delivering construction, renovation, and on-call construction services for public sector clients. Founded in 1991, the firm has built a strong reputation for reliability, responsiveness, and quality project delivery across K-12 school systems, higher education campuses, local governments, state agencies, and federal facilities.

Headquartered in Columbia, Maryland, with a Florida office located in Royal Palm Beach, NCI actively performs work throughout Florida, Maryland, Virginia, and Washington, D.C. The firm has extensive experience operating under Job Order Contracting (JOC), Indefinite Delivery/Indefinite Quantity (IDIQ), Multi-Award Task Order Contracts (MATOC), and other on-call construction programs. This experience allows NCI to successfully manage multiple concurrent task orders while maintaining strict adherence to safety standards, schedule requirements, and budget controls.

Nichols Contracting operates as a full-service general contractor supported by a centralized management and administrative structure designed to ensure efficient project delivery and consistent quality assurance. Core operational functions include executive management, project management and field operations, preconstruction and estimating, safety and quality control, and accounting and procurement support. This integrated structure enables the firm to respond quickly to client needs, coordinate multiple active projects, and maintain a high level of performance across all assignments.

The company is privately owned and led by experienced construction professionals committed to delivering dependable results for public owners. Ownership is held by Fred A. Nichols, President and majority owner, and Tyler Nichols, Vice President and Chief Operating Officer. Their leadership emphasizes disciplined project management, strong client communication, and long-term partnerships with public agencies.

Nichols Contracting is financially stable, well-capitalized, and strategically focused on continued growth within the public construction sector. The firm is actively expanding its portfolio of K-12 school district, municipal, and government contracts, with particular focus on Florida. NCI's operational model prioritizes rapid response to client needs, competitive pricing under JOC frameworks, self-performance where practical, and the consistent delivery of safe, high-quality construction services.

Nichols Contracting, Inc. is a corporation organized under the laws of the State of Maryland and maintains all required registrations, insurance coverage, and compliance documentation necessary to perform work for public agencies.

NICHOLS CONTRACTING

Personal Experience Summary
Greg Van Haute

Greg Van Haute brings extensive experience in the planning, preconstruction, and construction of large-scale multifamily residential communities throughout Florida. His portfolio includes the successful delivery of mid-rise, garden-style, and wood-frame residential developments totaling well over **1,600 residential units** and **more than $160 million in construction value**. These projects include market-rate apartment communities, mixed-use developments, and major renovation projects requiring complex coordination, structural construction expertise, and multi-phase project delivery.

Greg's experience spans a wide range of construction methods including **wood-frame multifamily, conventional concrete construction, post-tension mid-rise structures, tunnel form construction, and major structural rehabilitation projects**. His work includes developments ranging from large multi-building apartment communities to mid-rise urban projects with integrated parking structures and amenity facilities.

Among his notable projects is the **East Tampa development**, a 354-unit wood-frame apartment community in Tampa valued at approximately $70 million and scheduled for completion in 2025. Greg also contributed to the **Waterside Apartments in Homestead**, a $47 million concrete conventional multifamily development consisting of 254 residential units completed in 2024.

Additional multifamily developments include the **Slate Apartments in Allapattah**, a $19 million mid-rise residential project with an integrated post-tension parking structure; **Lucida Apartments in Miami Lakes**, a 108-unit concrete walk-up community; and **The Plaza at Lyric in Miami**, a 158-unit mid-rise development with structured parking. These projects demonstrate Greg's experience managing complex urban residential construction requiring careful coordination of structural systems, site logistics, and multi-phase development sequencing.

Greg has also managed major renovation and repositioning projects such as **The Landings in Homestead**, a $12 million redevelopment involving full structural rehabilitation of an existing 101-unit residential community. His experience also includes large garden-style communities such as **Monterra Apartments in Cooper City (300 units)** and **Azura Apartments in Miami (252 units)** constructed using tunnel form construction techniques.

Through these projects, Greg has demonstrated the ability to oversee multifamily developments from preconstruction through completion while coordinating complex structural systems, managing construction teams, and maintaining strict adherence to schedule, budget, and quality standards.

Greg Van Haute

Project Executive - Vice President of Florida Operations

FIRM:
Nichols Contracting, Inc.

YEARS OF CONSTRUCTION EXPERIENCE:
21years

TIME WITH NICHOLS:
1year

EDUCATION:
Florida Community College in Jacksonville

CERTIFICATIONS:
OSHA 30-Hour Construction Safety & Health
Crisis Management Certification
Florida Certified General Contractor

Greg Van Haute will serve as the Project Executive for the Palm Beach Shooting Sports Complex project, providing senior-level oversight and accountability from preconstruction through project closeout. With over 20 years of experience delivering large-scale commercial and multifamily construction projects, he will be responsible for executive management of cost, schedule, quality, and risk; oversight of the project management and field teams; and serving as Nichols Contracting's primary executive point of contact with the Owner. In this role, Mr. Van Haute will ensure adherence to contract requirements, proactive issue resolution, and alignment of project execution with Owner goals, while leveraging standardized processes, construction technology, and proven leadership to support on-time, on-budget delivery.

RELEVANT EXPERIENCE

East Tampa Apartments – Tampa, FL
General Contractor | 354 Units | $69M
Executive oversight of a large-scale wood-frame multifamily development, including schedule control, budgeting, subcontractor coordination, and delivery oversight.

Vista Sur Apartments – FL
General Contractor | 226 Units + Commercial Storefront | $45M
Oversaw construction of a mid-rise multifamily project with integrated commercial space, coordinating complex logistics, sequencing, and stakeholder engagement.

Slate Apartments – FL
General Contractor | 100 Units | $20M
Executive leadership for a mid-rise, post-tension concrete building with structured parking, emphasizing cost control, quality assurance, and schedule adherence.

Lucida Apartments – FL
General Contractor | 150 Units | $15M
Provided executive oversight for a concrete walk-up multifamily development, ensuring compliance with design intent, budget, and delivery milestones.

Landing Apartments (Structural Retrofit & Full Rehabilitation) – FL
General Contractor | $12M
Led structural retrofit and full rehabilitation of an existing multifamily complex, coordinating construction sequencing in an occupied environment.

Lake Shore Apartments (CapEx Rehabilitation) – FL
General Contractor | 192 Units | $8.5M
Executive oversight of interior and exterior capital improvement upgrades, focusing on asset revitalization, phasing, and long-term durability.

Greg Van Haute

Project Executive - Vice President of Florida Operations

Altis Little Havana – Miami, FL
Interior Construction Oversight | 224 Units | $48M
Supported interior construction and turnover coordination on a large, multi-story residential project.

Azura Apartments – FL
Project Manager | 240 Units | $28M
Managed garden-style, tunnel-form construction with structured coordination of trades and schedule-critical activities.

Allapattah Trace Apartments – FL
Project Manager | 110 Units | $14.5M
Oversaw mid-rise, post-tension construction with integrated parking garage and complex logistics

PRECONSTRUCTION & LOGISTICS LEADERSHIP

In addition to project execution, Mr. Van Haute has led preconstruction and logistics planning for numerous developments, including:

- **Capri Place Apartments:** 189 units (mid-rise with parking garage)
- **Park View Apartments:** BIM coordination, MEP conflict resolution
- **Clearwater High-Rise:** Constructability and logistics feasibility
- **Residence at Lake Worth:** Structural method selection and civil coordination

PREVIOUS EMPLOYMENT

Citrus Construction (A Richman Company) – Miramar, FL

Executive Vice President / Qualifier | 2022 – Present
Vice President / Qualifier | 2021– 2022
Senior Project Manager / Qualifier | 2019 – 2021

- Led the establishment and growth of Citrus Construction into a fully operational, process-driven general contractor
- Developed company-wide operational procedures, financial reporting systems, safety protocols, and construction standards
- Oversaw preconstruction efforts including conceptual design support and feasibility studies
- Implemented standardized materials, direct procurement strategies, and Lean construction methodologies
- Provided executive oversight to ensure projects were delivered on time, within budget, and to quality standards
- Actively engaged in project execution to anticipate challenges and remove roadblocks

4Ward Path – Port St. Lucie, FL

Managing Partner | 2017 – 2019

- Provided construction consulting services to developers focused on constructability, cost optimization, and logistics
- Conducted plan reviews and coordination between owners, architects, engineers, and contractors
- Developed strategies to improve scheduling efficiency and procurement performance

Greg Van Haute

Project Executive - Vice President of Florida Operations

First Florida Construction – Multiple Locations, FL

Project Manager / Superintendent | 2005 – 2017

- Managed multifamily residential projects across Florida from preconstruction through closeout
- Led contract negotiations, scheduling, subcontractor coordination, and quality control
- Advanced from Superintendent to Project Manager, overseeing increasingly complex projects

Colin McLean

Project Superintendent

FIRM:
Nichols Contracting, Inc.

YEARS OF CONSTRUCTION EXPERIENCE:
8 years

TIME WITH NICHOLS:
1year

CERTIFICATIONS/LICENSES:
State Journeyman License, Harford County Electrical Apprenticeship Program
Master Electrical License, Maryland Board of Electricians

Colin McLean is an Electrical Project Superintendent with hands-on field leadership experience overseeing commercial, industrial, and specialty electrical construction projects. His background includes supervision of elevator modernization work, ground-up electrical installations, service upgrades, generators, and fire alarm systems. Mr. McLean brings strong coordination skills across multiple trades, a safety-first approach, and working knowledge of scheduling, resource allocation, and quality control, supporting efficient execution of complex electrical scopes within active facilities.

RELEVANT EXPERIENCE

- Electrical field supervision for commercial and industrial construction projects
- Coordination of electricians, general contractors, HVAC, elevator technicians, and building representatives
- Oversight of elevator modernization electrical scopes, including machine rooms, hoistways, and cab systems
- Scheduling, manpower planning, and daily work coordination
- Enforcement of safety protocols including PPE, lockout/tagout, fall protection, and rigging requirements
- Experience with Procore for documentation and coordination
- Familiarity with NEC requirements and local jurisdictional codes

Previous Employment

Summit VT Solutions – Rosedale, MD

Superintendent | May 2025 – Present

- Oversees elevator modernization projects involving machine room upgrades, hoistway work, cab electrical systems, and associated building work
- Coordinates multiple trades and building stakeholders to maintain schedule and safety compliance
- Manages daily field operations, sequencing, and resource allocation

JPS Electrical Services – Darlington, MD

Foreman | August 2021– April 2025

- Managed electrical projects of varying size and complexity with crews ranging from 1to 30 personnel
- Performed and supervised work across industrial, commercial, telecommunications, fire alarm, and mixed-use facilities
- Executed ground-up construction, remodels, service upgrades, generator installations, and troubleshooting
- Led weekly jobsite safety meetings and prepared change orders

Colin McLean

Project Superintendent- Electrical

Summit VT Solutions – Rosedale, MD

Apprentice / Lead Mechanic | June 2019 – August 2021

- Progressed rapidly from apprentice to lead mechanic role on commercial elevator modernization projects
- Independently managed large electrical scopes with minimal supervisio
- Trained and mentored new mechanics

Benfield Electric – Aberdeen, MD

Electrical Apprentice | June 2018 – June 2019

- Installed electrical systems for apartments, parking garages, and retail facilities
- Read and interpreted blueprints and schematics to complete work to specification

Nick Keslar, CSP

Safety Director

FIRM:
Nichols Contracting, Inc.

YEARS OF CONSTRUCTION EXPERIENCE:
14 years

TIME WITH NICHOLS:
<1 year

EDUCATION/DEGREE(S):
Bachelor of Science in Safety Management | Slippery Rock University
M.A. in English: Lynchburg College
B.S. in Education: Slippery Rock University

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS:
Certified Safety Professional (CSP)
First Aid and CPR Certified
First Aid and CPR Instructor
OSHA 30 Hour
OSHA 500 Instructor
Telehandler/ MEWP Trainer
Safety Management Certificate (ASSP)
Leadership in Safety Management Certificate (ASSP)
Measuring Safety Culture (ASSP)
Environmental, Social, & Governance (ESG) and Sustainability for Safety Professionals (ASSP)
Beyond Compliance: A Healthier Workplace is a Safer Workplace (ASSP)
Managing Psychosocial Risks in the Workplace During Pandemics and other Crises (ASSP)
Pandemic Challenges: How to Return to Work Safely (ASSP)

NicK is a seasoned safety leader with over a decade of progressive experience in construction and heavy civil environments. As Nichols Contracting's newly appointed Safety Director, Nick brings a results-driven approach to building proactive safety cultures, reducing workplace incidents, and elevating training and compliance across the organization. Nick's leadership history spans roles from Regional Safety Coordinator to Director of Operations and Training, during which he successfully implemented organization-wide safety systems, led cross-functional teams, and introduced industry-first initiatives in fall protection, hazard mitigation, and ergonomic safety solutions. His practical expertise is supported by a strong foundation in data-driven safety program development, risk analysis, and hands-on coaching, making him a pivotal asset in driving Nichols' commitment to a safe and high-performing workplace.

RELEVANT EXPERIENCE

Fort Smallwood Park Phase II | Pasadena, MD

This project involved demolition, site development, new construction, and historic restoration for Eastern Beach Improvements. The scope included clearing existing structures, constructing a 3,987 SF Comfort Station/Concession Stand, a 5,200 SF Maintenance Building with secured yard and parking, new well and water treatment facilities, septic fields, and IT infrastructure. In addition, restored historic beachfront concession stand and completed a 120-space asphalt parking lot with accessible spaces, ensuring effective stormwater management throughout the project.

Elk Neck State Park | North East, MD

This project involves multiple sites throughout the park and site improvements at each location. At one location the work includes construction of a picnic pavilion with fireplace, a comfort station and picnic amenities. A rustic cabin is being restored to serve as an interpretive exterior experience. The existing comfort station will receive upgrades to the mechanical systems and building enclosures to provide year round use. Eight historic cabins will be selectively demolished with some elements salvage for use in restoration of the interpretative cabin. Eight new cabins will be built in place of the historic structures. The project also includes renovations to five shower buildings.

Eugene Simpson Stadium Park | Alexandria, VA

Comprehensive park redevelopment involving demolition of existing facilities and reconstruction of athletic fields, courts, plazas, pathways, lighting, parking, and park entrances. The project includes installation of synthetic turf and irrigation systems, construction of new dugouts, bleachers, batting cages, press boxes, concession and storage facilities, expanded parking, shaded gathering areas, and native landscaping, along with implementation of stormwater management, green infrastructure, and coordinated public utility upgrades.

South Germantown Adventure Playground | Germantown, MD

Renovated an existing playground within South Germantown Recreational Park to create multi-age play areas, a nature play zone, fitness area, and open lawn, while preserving and reinstalling existing play sculptures. The project included

construction of ADA-compliant walkways, ramps, terraces, retaining walls, picnic areas, and site amenities, along with installation of new utilities, site lighting, safety surfacing, and turf. Work was completed with a strong emphasis on environmental stewardship, including tree preservation, grading, drainage, and stormwater management.

Seattle Seawall | Seattle, WA
Safety Coordinator/Manager for Geotechnical Contractor. Jet grouting to ensure stability of the seawall along the Peugeot Sound. Led safety initiatives, incident investigations, trainings, and mentored onsite safety personnel. Developed project safety plan. Project encompassed approximately 500,000 SF. $80M

California High Speed Rail | Bakersfield, CA
Safety Manager for Geotechnical Contractor. Drilled shafts for numerous rail bridge foundations. Developed project safety plan. Conducted incident investigations and through safety audits. Coordinated with HSR and the owner. Developed confined space entry plans and conducted training. Encompassed several miles. $75M

Manchester | San Diego, CA
Safety Manager for Geotechnical Contractor. Installed sheet piling both for the private owner and Navy Southwest Headquarters. Developed project safety plans, directly oversaw safety for shoring operations, conducted incident investigations, led safety committee meetings, and mitigated noise exposure to the public. Project encompassed 90,000 SF. $60M

Death Star – 111 Mass. Ave. | Washington, DC
Safety Director for GC. Demolition and renovation of a Georgetown University Law School building involving scaffolding, heavy equipment operations, pipefitters, elevator technicians, riggers, crane operations, two tower cranes, and laborers. I reviewed subcontractor safety submittals, conducted site orientations, incident investigations, participated in safety walks with the management team. Project encompassed 60,000 SF. $160M.

Morgan State Slope Stabilization | Baltimore, MD
Safety Director. Tree removal, grading, excavating, soil nails, shotcrete and erosion control. Developed fall protection and rescue plans. Conducted site safety audits. Trained and mentored dedicated site safety professionals. Led morning safety briefs. Reviewed and advised on incident investigations and corrective actions. Project encompassed 30,000 SF. $30M

PREVIOUS EMPLOYMENT

October 2023 to June 2025 **Brown Safety Consulting**
DIRECTOR OF OPERATIONS AND TRAINING
As Director of Operations and Training, Nick led the onboarding, development, and mentorship of internal staff while designing and implementing targeted safety training programs. He managed safety retention services, serving as Safety Director for CMI Inc. and CNE Construction, and conducted comprehensive site safety audits to coach field leadership and crews. Nick developed and evaluated safety management systems and project-specific safety programs, using data analysis to enhance effectiveness and reduce risk. He also created and assessed Job Hazard Analyses (JHAs) and maintained strong client relationships, ensuring safety standards were consistently upheld across all operations.

January 2020 to September 2023 **Keller**
DIVISIONAL HSEQ TRAINING MANAGER, HSEQ MANAGER
As Divisional HSEQ Training Manager (2021 to 2023), developed and continually reviewed HSEQ training curriculum for the North America division including Fall Protection, Material Handling, Crane Safety, and Qualified Rigger to meet adult learning needs. Evaluated and coached trainers on effective teaching methods. Assessed

training needs to improve performance gaps and compliance.Participated in safety leadership calls with HSEQ Directors and convinced them to adopt leading edge fall protection, fall rescue ladders, and women's fall harnesses across North America. Analyzed leading and lagging indicators and proposed innovative solutions as the HSEQ Representative for Keller NA and Global Soil Mix Product Team and Keller NA Rigid Inclusion Product Team and presented on North American and global webinars.

As HSEQ Manager (2020 to 2021), managed and developed seven site-based HSEQ Coordinators across the US. Assessed standards for gaps and led HSEQ standard reviews. Managed HSEQ prequalification sites (ISNET, Avetta, ComplyWorks, Construct Secure). Safety Representative for Keller NA and Global Soil Mix Product Team and Keller NA Rigid Inclusion Product Team. Managed and developed three HSEQ Coordinators in the West Business Unit. Developed and provided a wide array of training to Keller employees including material handling, rigging and fall protection. Researched cement delivery systems and convinced management to invest in bulk delivery systems to eliminate the need to manually handle and break cement bags. Ensured proper resources are allocated to incident investigations. Led the development of the HSEQ System Manual. Safety Representative for Keller NA and Global Soil Mix Product Teams.

September 2012 to December 2019 **Hayward Baker Inc.**
HSEQ MANAGER, REGIONAL SAFETY COORDINATOR
As HSEQ Manager (2017–2019), led regional safety and ergonomic initiatives by collaborating with engineering to design and retrofit drill rig safety systems, implementing advanced fall protection and rescue programs, and integrating equipment selection into project safety planning. Championed equipment modifications to reduce ergonomic and pinch-point hazards, investigated incidents and near misses, led root-cause analyses, and advised leadership on safety performance metrics. Developed task-specific procedures, training programs, and state-specific pre-excavation checklists, resulting in a 50% reduction in utility strikes and compaction grouting incidents, and a 25% reduction in hand injuries

As Regional Safety Coordinator (2012 to 2017), collaborated with engineering to design a fall protection system for batch plant trucks. Collaborated with third-party experts to design and install a secured rope grab system for emergency repair of a landslide. Conducted jobsite inspections and implemented corrective actions. Managed Toolbox Talk program for Keller NA. Managed standardized JHA development. Developed and provided a wide array of training to HBI employees. Collaboratively reviewed and enforced company safety policies. Investigated all incidents and near misses.

May 2012 to August 2012 **ArcelorMittal**
ASSOCIATE ENGINEER INTERNSHIP
Conducted noise dosimetry testing and developed and reviewed JSAs with employees. Participated in accident investigations and safety committee meetings. Revised and implemented confined space training. Collaboratively developed an emergency action plan and trained department managers.

January 2011 to May 2012 **ARC**
FACILITY SUPERVISOR

MEMBERSHIPS
Member of American Society of Safety Professionals (ASSP)

Jeremias Cini

Assistant Superintendent

FIRM:
Nichols Contracting, Inc.

YEARS OF CONSTRUCTION EXPERIENCE:
8 years

TIME WITH NICHOLS:
1year

CERTIFICATIONS:
OSHA 30-Hour Construction Safety & Health
Procore Certified

Jeremias Cini is an Assistant Superintendent with progressive field experience supporting commercial and public-sector construction projects. His background includes site supervision, trade coordination, quality control, and safety enforcement, with hands-on experience overseeing subcontractors and installation crews. Mr. Cini brings a strong work ethic, attention to detail, and bilingual communication skills that support efficient coordination in active construction environments and contribute to safe, on-time project delivery.

RELEVANT EXPERIENCE

- Support of day-to-day field operations on active construction sites
- Coordination of subcontractors, suppliers, and installation crews
- Enforcement of jobsite safety protocols and OSHA requirements
- Assistance with schedule adherence, quality control, and daily task planning
- Review and interpretation of drawings and project documents
- Resolution of on-site issues in coordination with the Superintendent
- Experience working within established construction management teams on fast-paced projects

PREVIOUS EMPLOYMENT

Cutting Edge Innovative

Site Supervisor | March 2020 – September 2024

- Supervised daily field activities to ensure work conformed to project plans and specifications
- Assigned tasks to crews and coordinated workflow between trades
- Enforced safety protocols and addressed on-site issues to maintain productivity

CDC Contractors

Lead Installer | January 2018 – 2020

- Led tile installation crews, ensuring quality workmanship and adherence to schedules
- Read and interpreted construction drawings and specifications
- Coordinated with suppliers and project teams to meet installation requirements

Luis Bofill

Superintendent

FIRM:
Nichols Contracting, Inc.

YEARS OF CONSTRUCTION EXPERIENCE:
10 years

TIME WITH NICHOLS:
1year

CERTIFICATIONS:
Confined Space Training
Fall Protection Safety Training
First Aid/CPR
OSHA 10-Hour
OSHA 30-Hour Construction
Safety & Health:
Respiratory Protection
SWPPP Inspector Certification

Luis D'Angelo Bofill is an experienced Superintendent with over 10 years of field leadership experience overseeing commercial, residential, aviation, municipal, and historic renovation projects throughout South Florida and nationwide. His background includes ground-up construction, complex interior buildouts, and renovations within occupied and high-security environments. Mr. Bofill is bilingual (English/Spanish) and is recognized for his strong coordination skills, proactive problem-solving, and ability to maintain schedules, safety, and quality on fast-paced, multi-trade projects.

RELEVANT EXPERIENCE:

- Supervision of ground-up, renovation, and historic restoration projects up to $48 million
- Extensive experience coordinating subcontractors across all trades, including structural, architectural, MEP, and interiors
- Management of construction activities in occupied facilities and high-security environments
- Preparation of daily reports, two-week look-ahead schedules, and coordination meetings
- Strong collaboration with inspectors, city officials, and owners to maintain compliance and approvals
- Proven ability to resolve conflicts, mitigate schedule impacts, and proactively identify design or coordination issues
- Commitment to jobsite safety, quality control, and schedule adherence

PREVIOUS EXPERIENCE

T&G Constructor

Superintendent | December 2021– December 2024

- Supervised full renovation of a 4-story, 72,245 SF historic church building in Brickell, FL ($16M)
- Coordinated preservation of historic architectural elements while integrating modern finishes and code-compliant life safety upgrades
- Managed construction of new stair towers, interior renovations, and specialty finishes

Altman GleneWinkel Construction

Superintendent | March 2020 – December 2021

- Supervised interior construction of an 8-story, 224-unit residential building in Miami, FL ($48M)
- Held responsibility for completion and turnover of 130 residential units
- Led subcontractor coordination meetings and resolved architectural and MEP conflicts

Big Dog Construction

Superintendent | July 2019 – March 2020

Luis Bofill
Superintendent

- Supervised work at Fort Lauderdale-Hollywood International Airport (Terminal 4 CBIS/CBRA Expansion)
- Coordinated HVAC, plumbing, and drywall subcontractors within confined, active airport operations
- Also managed municipal interior renovations at Coconut Creek City Hall, completing the project ahead of schedule

NV2A Construction

Superintendent | November 2017 – July 2019

- Supervised construction of a 29-story, LEED Platinum high-rise commercial development (709,503 SF)
- Managed daily site operations, deliveries, subcontractor coordination, and safety compliance

Ambiance Construction

Traveling Superintendent | February 2016 – October 2017

- Supervised nationwide retail construction projects for major brands
- Delivered fast-track projects ranging from $460K to $800K across multiple states

JASON TUCKER

PROJECT SUPERINTENDENT – ELECTRICAL

FIRM:
Nichols Contracting, Inc.

YEARS OF CONSTRUCTION EXPERIENCE:
15 years

REGISTRATIONS/ CERTIFICATIONS:

Jason Tucker is an Electrical Project Superintendent with extensive field leadership experience overseeing commercial, multifamily, and residential electrical construction projects. His background includes supervision of large multifamily developments, commercial tenant build-outs, electrical service operations, and installations ranging from low-voltage systems to 480V distribution.

Mr. Tucker brings strong coordination skills across multiple trades, with experience in scheduling, manpower planning, material procurement, and quality control. He has successfully managed electrical crews, coordinated with general contractors and building representatives, and maintained production schedules while ensuring installation quality and safety compliance.

RELEVANT EXPERIENCE:

- Electrical field supervision for commercial, multifamily, and residential construction projects
- Coordination of electricians, subcontractors, and general contractors
- Scheduling, manpower planning, and daily work coordination
- Estimating and oversight of electrical service and installation work
- Material procurement, project planning, and work sequencing
- Quality control of electrical installations and field troubleshooting
- Installation of commercial power distribution systems up to 480V
- Experience with low-voltage systems including fire alarm, data, and CCTV
- Blueprint interpretation and electrical system layout from rough-in through completion

WORK EXPERIENCE

Nichols Contracting, Inc. - FL

Superintendent | January 2026 - Present

- Directs daily field operations, supervising subcontractors and coordinating site activities to ensure projects were completed safely, on schedule, and in accordance with plans and specifications
- Monitors construction progress, conducts site inspections, and enforces safety and quality standards.
- Coordinates with project managers, engineers, and clients to resolve field issues, manage changes, and maintain project documentation.
- Plans work activities, manages materials and equipment, and maintains daily reports to support efficient project execution.

Electrik Pros – Miami, FL

Electrical Service Manager | February 2024 - January 2026

- Managed electrical service operations including estimating, scheduling, and project coordination

- Oversaw installation quality and project completion timelines
- Maintained client coordination and resolved field issues to ensure project success

KnR Electrical Services – Vero Beach, FL
Electrical Superintendent | November 2020 - February 2024
- Supervised electrical installation for a large multifamily residential development
- Coordinated manpower, scheduling, and material procurement to maintain project progress
- Served as field liaison with the general contractor and project stakeholders

Jason Tucker LLC – Royal Palm Beach, FL
Owner / Operator | October 2018 - November 2020
- Managed multiple electrical subcontracting projects including commercial office and restaurant build-outs
- Coordinated material procurement, scheduling, and project completion documentation

AES Lighting and Electrical – Lake Worth, FL
Foreman Electrician | November 2017 - October 2018
- Led electrical installation for a commercial project supporting utility infrastructure upgrades

Coral Electric – Boynton Beach, FL
Electrician / Foreman | October 2015 - November 2017
- Supervised commercial construction, tenant build-outs, and restaurant electrical systems

Sea Spray Electrical – FL
Electrician / Foreman | April 2015 - October 2015
- Performed commercial electrical installations including remodels and new construction

Atlantic Electric – West Palm Beach, FL
Electrician / Foreman | December 2013 - April 2015
- Installed electrical systems for retail and mall build-out projects

Wellington Electric – Wellington, FL
Electrician / Foreman | April 2013 - November 2013
- Oversaw residential electrical construction including new homes and remodels

Carpenter Electric – West Palm Beach, FL
Electrical Apprentice | August 2012 - March 2013

Tri-City Electric – West Palm Beach, FL
Electrical Apprentice | June 2012 - July 2012

Newkirk Electric – Okeechobee, FL
Electrical Apprentice | March 2011 - December 2011

Detail by Entity Name

Foreign Profit Corporation
NICHOLS CONTRACTING, INCORPORATED

Filing Information

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Principal Address

9190 Red Branch Road
Suite 200
Columbia, MD 21045

Changed: 07/14/2022

Mailing Address

9190 Red Branch Road
Suite 200
Columbia, MD 21045

Changed: 07/14/2022

Registered Agent Name & Address

NICHOLS, FREDERICK
2126 NE RIVER COURT
JENSEN BEACH, FL 34957

Name Changed: 04/05/2024

Address Changed: 04/05/2024

Officer/Director Detail

Name & Address

Title P

NICHOLS, FREDERICK
2126 NE RIVER COURT
JENSON BEACH, FL 34957

Title S

NICHOLS, Tyler
1808 Indian Head Road
Towson, MD 21204

Annual Reports

Report Year	Filed Date
2024	02/21/2024
2025	01/03/2025
2026	01/05/2026

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01/05/2026 -- ANNUAL REPORT	View image in PDF format
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02/28/2017 -- ANNUAL REPORT	View image in PDF format
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04/06/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

RFP 26-902- Lake County Multi-Home Detached Housing Local Subcontractor List

1. AMAH Cleaning Solutions- Final Cleaning
2. Central Florida Civil- Surveying
3. AWP Site Development – Site Work
4. Central Florida Development- Site Work
5. Southern Landscaping & Irrigation Systems
6. Keeler Roofing- Roofing
7. Spencer Fabrication- Bus Shelter
8. The Floor Shoppe- Flooring
9. Chad's Water Works- Plumbing
10. KP Direct LLC- Plumbing
11. GHI Painting- Painting
12. Simcon Concrete- Concrete
13. MCA Site Development- Site Work

Final agreement pending qualification and contract terms.

NICHOLS CONTRACTING

MASTER PROJECT QUALIFICATIONS — FINAL MASTER LIST

DIVISION 01 — GENERAL CONDITIONS / ADMINISTRATION

Project Delivery

- Contractor to provide full turnkey delivery of twenty-one (21) residential dwelling units including all off-site utility work and land development.
- Contractor responsible for all labor, materials, equipment, supervision, transportation, fuel, surveying, permits, inspections, and incidentals necessary for complete project delivery.
- Scopes may be subject to breakout of owner's request.
- Price is based on known existing utilities
- Permit fees included in proposal as $17,000.00.
- Site permits are the responsibility of Owner.
- Pricing excludes Tree Removal Permit..
- Pricing excludes FDOT Right-of-Way Permit for CR561 to be obtained by others
- Excluded from Contractor's scope are any gopher tortoise–related survey, monitoring, handling, relocation, mitigation, impacts, or damages, along with any unforeseen or concealed site conditions.

Schedule Basis

- The project schedule is driven by the contract duration commencing from Notice to Proceed (NTP).
- NTP is assumed issued upon execution of the Prime Contract and readiness of required site-related permits for pickup upon Contractor and subcontractor notification to the AHJ.
- The schedule assumes timely coordination with Lake County and its consultants, including the civil engineer of record.
- RFI responses assumed within forty-eight (48) hours.
- Submittal and shop drawing reviews assumed within seven (7) calendar days.
- Building drawing reviews assumed within fourteen (14) calendar days.
- Additional County inspections not tied to Building Department reviews shall align with the approved construction schedule.

Project Staffing

- Contractor will provide a dedicated full-time Project Superintendent assigned exclusively to this project for the duration of construction.

Project Administration

- Contractor to provide construction schedule, daily reports, RFI log, submittal log, schedule of values, meeting documentation, redlines, as-builts, warranties, manuals, and closeout documentation.

Fees & Third-Party Responsibilities

- Fees associated with utilities, site, off-site work, and landscaping are the responsibility of Lake County.
- Release of documentation required by telecommunications providers and power utilities remains the responsibility of Lake County.

Security / Theft / Vandalism (Time Only)

- Schedule assumes reasonable site protection including fencing, camera monitoring, and secured storage containers when practicable.
- Delays caused by theft or vandalism despite reasonable protection measures shall not be Contractor responsibility from a time standpoint and may warrant schedule adjustment.

Long Lead Procurement

- Long-lead items assume timely release of deposits and approvals consistent with schedule sequencing.

DIVISION 02 — EXISTING CONDITIONS / SITEWORK / CIVIL

- The schedule assumes site and subsurface conditions consistent with the Contract Documents and available geotechnical information.
- Sequencing assumes no unknown utilities or unforeseen conflicts beyond those indicated.
- Locate, verify, and protect all utilities prior to construction; repair any damage at Contractor expense.
- Removal and disposal of trees; burning prohibited.
- Demolition/removal of existing asphalt driveway aprons and fencing as indicated.
- Provide clearing, grubbing, grading, clean fill, and compaction to prepare site.
- Scope includes erosion control, silt fencing, inlet protection, and BMP maintenance for duration of construction.
- Offsite work including force main construction and directional boring assumes durations consistent with municipal processes.
- Civil materials assume standard manufacturer lead times and agency coordination durations.
- Proposal included the installation of Bahia sod.

DIVISION 03 — CONCRETE

- Includes slabs, footings, sidewalks, curbs, dumpster pad, and related structural components per Contract Documents.
- Sidewalks minimum six (6) inches thick with reinforcing on chairs.
- Concrete operations assume timely County inspections and testing availability.
- Sequencing assumes uninterrupted progression following civil completion.
- SOG to be 2000 to 2500 PSF Monolithick slab 16" depth at residential dwellings.
- Thickend Edge Footing to be TDE: 20" deep x 12" wide w/1#5s cont.

DIVISION 05 — METALS

• Includes miscellaneous metals, supports, embeds, and coordination framing as required.
• Fabrication durations assume standard shop lead times.

DIVISION 06 — STRUCTURAL (PREFAB NGO PANEL SYSTEM)
• Structural scope is based on prefabricated NGO panel construction aligned with Contractor means and methods.
• System rated for wind loads up to 185 MPH.
• Manufacturer data (insulation values, STC rating, fire/mold resistance) to be submitted per submittal process.
• Includes engineered slab/footing design, wood roof trusses, and interior metal framing as required.
• Any requested changes post-award may result in schedule/cost adjustment.
• Proposal includes the selection of exterior Hardie board or Aluminum siding.

DIVISION 07 — BUILDING ENVELOPE / ROOFING
• Roofing installed per Contract Documents and manufacturer requirements.
• Shingle selection per project scope and County selection.
• Includes underlayment, flashing, trim, and vapor barrier systems as required.
• Manufacturer and workmanship warranties included.
• Proposal includes Supply and install 2 Ply's of code approved D226 Type II synthetic felt to entire wood deck.

DIVISION 08 — OPENINGS
• Includes impact-rated windows and exterior doors per Contract Documents.
• Lead times assume standard manufacturer durations.
• 4'4" x 5" white, vinyl, non- impact single hung windows with grids
• 72" x 72" sliding glass doors
• 3'0 x 6'8" 20 min fire rated, six panel, pre-hung fiberglass doors, composite frames, bored twice for lock set, bored for peep hole, weather strips, threshold
• 3'0"x 6'8" hollow core, pre hung swing doors and bifold doors, bored for privacy or passage according to plans hole, weather strips, threshold

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DIVISION 09 — FINISHES
• Finishes per Contractor proposal and Contract Documents.
• Includes tile floors and shower walls in bathrooms; glued-down LVT flooring; quartz countertops (2CM); cabinets with plywood backing at wet areas; sinks; mirrors; accessories; and paint systems.
• Includes LED lighting with ceiling fans in living areas and bathrooms.
• Modifications may impact cost and schedule.

DIVISION 10 — SPECIALTIES
• Includes signage, accessories, mail kiosks, bike racks, dumpster enclosure, and bus shelter per Contract Documents.
• No spec provided for Bus Shelter. Allowance of $20,000 included in estimate.

DIVISION 21 — FIRE SUPPRESSION
• Includes NFPA 13D compliant residential fire sprinkler systems for all dwelling units.
• Systems assume connection in accordance with approved design and applicable codes.
• Installation assumes timely permitting, inspection scheduling, and approval coordination.
• Per post bid meeting Fire Protection to be removed from project scope at a credit of $94,800.

DIVISION 22 — PLUMBING
• Includes domestic water, sanitary sewer, fixtures, and systems per Contract Documents.
• Includes energy-efficient fixtures and tankless water heaters.
• Includes laundry box assemblies and full fixture installation.
• Utility connection fees excluded.

DIVISION 23 — HVAC
• Includes central HVAC systems and controls per Contract Documents.
• Includes exhaust ventilation systems.
• Commissioning assumes timely inspections and agency approvals.
• Split system to consist of AHU and Compressor with ductwork, thermostat, and air distribution devices.
Pricing includes kitchen hood vent.

DIVISION 26 — ELECTRICAL
• Includes power distribution, lighting, site lighting, smoke detectors, carbon monoxide detectors, and related systems per Contract Documents.

• Includes Ceiling Fans in living areas and bedrooms.
• Utility connection fees excluded.
• Assumed secondary feeder to be no more than 15 ft in length from Transformer to Meter.

Utility Allowance

• Allowance of $85,000 included for underground telecom and power utilities.
• Includes conduit installation and transformer pads.
• Unused allowance returned via deductive change order.

DIVISION 31 / 32 / 33 — EXTERIOR IMPROVEMENTS & UTILITIES

• Includes storm drainage systems, sanitary systems, water distribution, paving, striping, landscaping, and restoration.
• Includes lift station, force main, directional boring under County Road 561, and full utility coordination.
• Landscaping assumes standard plant availability and seasonal installation durations.

•Pricing for onsite force main includes 2"plug valve to Lift Station.
•Offsite Force Main along CR561 (Approx 1945 LF) with 6" Tee / 6x2 Reducer / Flush Port to be included as an allowance of $168,884.
•Additionally, work associated with Offsite Force Main to include open cut driveways and new backflow preventer. Add $13,200
• Directional Drill for proposed Force Main under CR 561 to be 8" DR11 HDPE in lieu of 6" FM in 12" Casing. Credit $4,000

CLOSEOUT & PUNCHLIST

• Punchlist and closeout sequencing based on industry standards for multi-family production construction.
• Final acceptance assumes reasonable inspection durations and coordination with County staff.
• Final payment contingent upon Certificate of Occupancy/Completion.

VALUE-ADDED PROJECT FEATURES

PERFORMANCE • COMPLIANCE • DURABILITY • RESIDENT EXPERIENCE

KEY DIFFERENTIATORS INCLUDED

DESIGNED TO REDUCE RISK, IMPROVE PERFORMANCE, AND ENHANCE LONG-TERM VALUE

COMPLIANCE & DELIVERY

- BAA-compliant materials where applicable
- Davis-Bacon certified payroll compliance
- Dedicated third-party compliance consultant
- Site-specific custom design approach

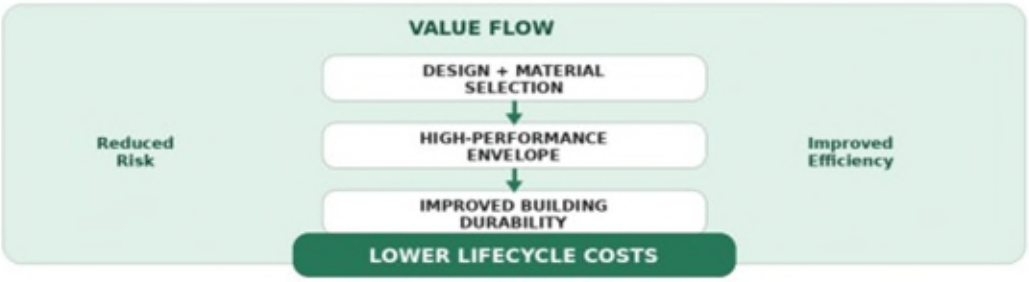
STRUCTURE & ENVELOPE

- MGO structural panel system
- High wind-load resistance vs. wood framing
- Strong fire rating performance
- Enhanced sound attenuation and thermal efficiency

OPENINGS & EXTERIOR

- Impact-rated hurricane windows
- Eliminates need for shutters
- Fiber cement (Hardie) siding
- Reduced maintenance vs. vinyl systems

VALUE FLOW



WATERPROOFING SYSTEMS

- ZIP liquid flash and seam tape system
- QuickFlash penetration flashing
- RedGard waterproofing at showers
- Reduced water intrusion risk

INTERIOR FINISHES

- 12 mil laminate flooring
- 3 CM quartz countertops
- Reinforced cabinets in wet areas
- Improved durability and lifecycle value

SYSTEM PERFORMANCE

- High-SEER HVAC systems
- Energy-efficient plumbing fixtures
- Instant hot water systems
- NFPA-compliant sprinkler system

RESIDENT EXPERIENCE

- Open floor plans with work niche
- Combo washer/dryer units
- USB combination receptacles
- Modern livability enhancements

INTERIOR STRUCTURAL SYSTEMS

- Interior metal stud framing
- Noncombustible construction approach
- Improved dimensional stability
- Enhanced fire performance

BEFORE IMPLEMENTATION:

- ✓ Coordinate with design team
- ✓ Confirm engineered system ratings
- ✓ Integrate into final construction documents

NICHOLS CONTRACTING

Renderings

Renderings are for visualization only. Materials and design subject to change by General Contractor

Renderings

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Renderings

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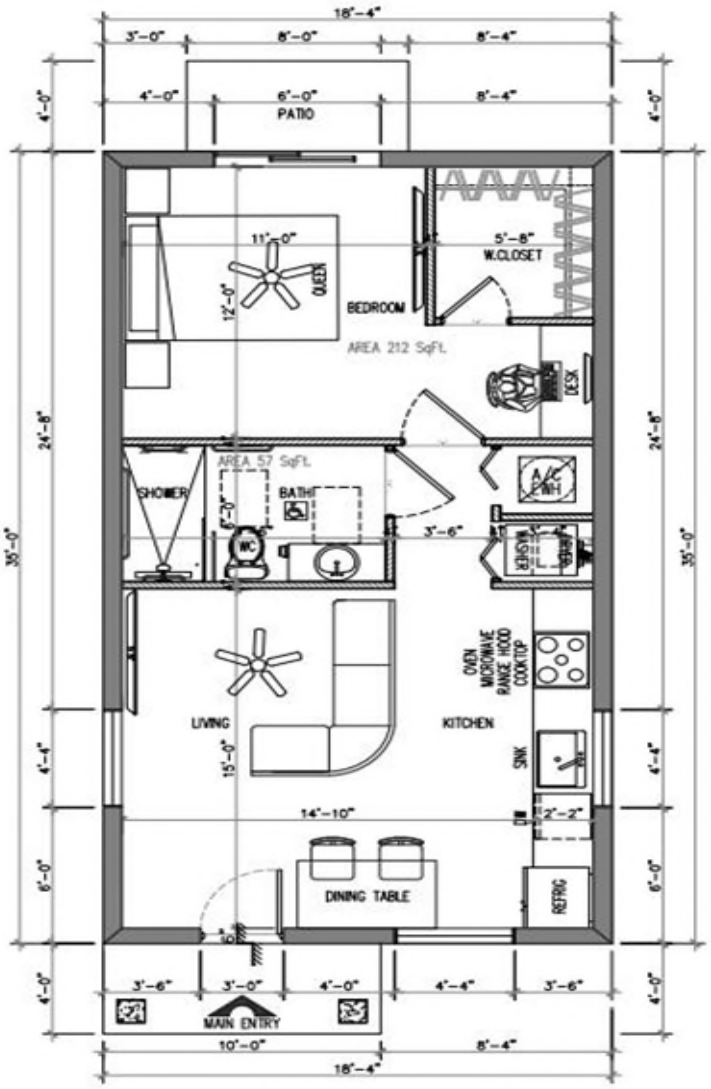
Floor Plan- 1 Bedroom

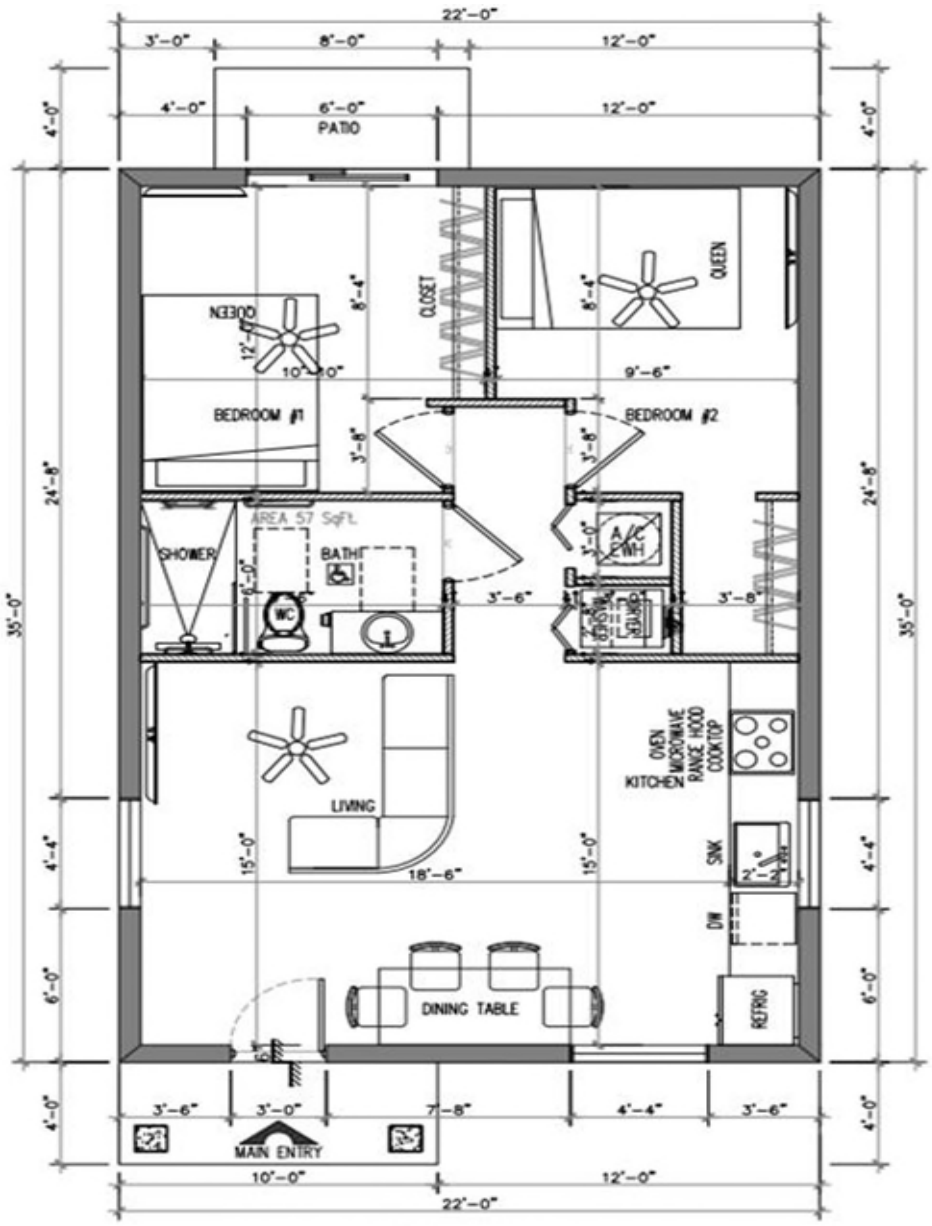


AREA = 18'-4"x35'= 640 Sq.Ft.

1 640 SF 1 BEDROOM MODEL
OPTION 1

Renderings are for visualization only. Materials and design subject to change by General Contractor

Floor Plan- 2 Bedrooms



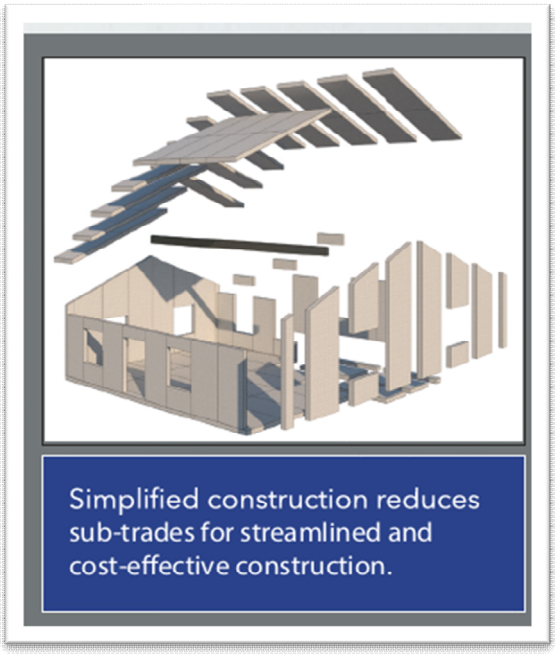
AREA = 22'x35'= 770 Sq.Ft.

Renderings are for visualization only. Materials and design subject to change by General Contractor

NICHOLS CONTRACTING

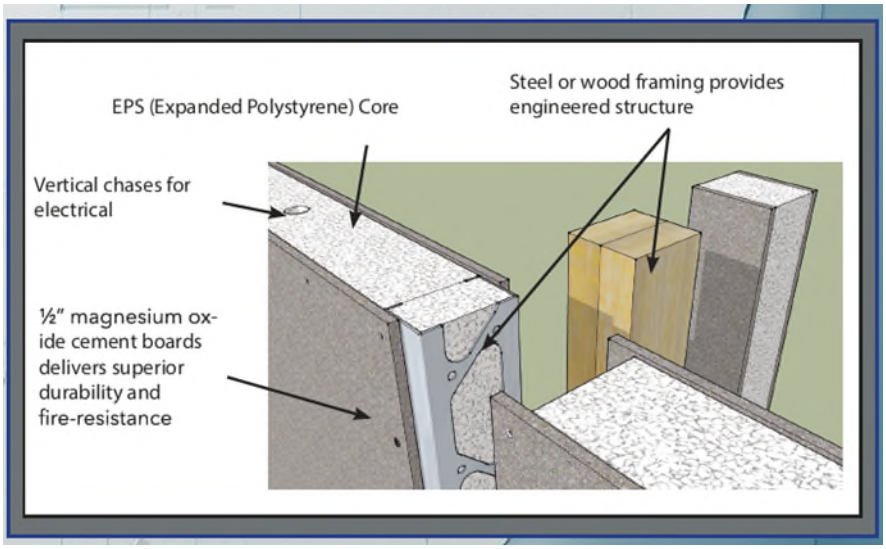
TRITON™ MGO PRODUCTS

Building System



Renderings are for visualization only. Materials and design subject to change by General Contractor

Partition Wall Specifications



Fire Partition Wall Assemblies

PRODUCT	NOMINAL R-VALUE	FIRE RATING	FIRE TESTING	ACOUSTICAL PERFORMANCE
9 ¼" Panel	32	2 Hours	ASTM E-119-09C, NFPA 251 (2006), UL 263 (2007), CAN/ULC-S101-07, UBC 7-1	STC-59

Renderings are for visualization only. Materials and design subject to change by General Contractor

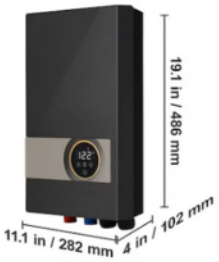
Lake County Multi-Family Housing

Finishes & Appliances checklist

Note: Materials and equipment listed are based on current availability and may be subject to change. Comparable products of equal quality may be substituted by General Contractor.

Location	Item	Description / Specs	Model #
KITCHEN	RANGE	Whirlpool 30" Glass Top 4 burners 5.3cu/ft Freestanding Electric Range / Black Utilitech -Range Cord 6ft 50amp 4 prong black range - appliance cord	WFES3530RB
KITCHEN	HOOD	Broan 30" Ductless Recirculating under cabinet range hood / Black	413023
KITCHEN	DISHWASHER	Whirlpool 24" Front Control built-in Dishwasher, Dry Boost & Sanitaze Cycle / Black Electric Range / Black Eastman -8ft 3/8" compression Inlet x 3/4" hose thread outlet	WDF341PAPB
KITCHEN	REFRIGERATOR	Whirlpool 32.4cu ft Standard-Depth 33" wide side-by-side refrigerator with Ice & Water dispencer / Black	WRS321SDHB
KITCHEN	GARBAGE DISPOSAL	InSinkErator - ES30 W/C 1/3 HP Motor Continuous Feed Kitchen Garbage Disposal with Power Cord	ES30 W/C
LAUNDRY	WASHER/DRYER	GE - 3.8 cu. ft. Washer 5.9 cu. ft. Electric Dryer Combo WhiteUtilitech 6ft 30amp 4 prong Blk Dryer power cord RIGIFLEX dryer vent Eastman 2 pack 6ft 3/4" FHT inlet x 3/4" outlet stainless steel	GUD27ESSMWW
UTILITY CLOSET	VEVOR	VEVOR -Tankless Hot water Heater, equipped with a high-performance cast aluminum heater, effectively separates water and electricity, scale and corrosion resistant.	JRSRSQ18KWLEDEa4WV4
KITCHEN	SINK	allen + roth Theo Drop-in or undermount 33-in x 22-in Stainless steel Single bowl 18 -Gauge Kitchen Sink	VDR3322LA1-S
BATHROOM	TOILET	Project Source Pro-Flush White Elongated Chair height 12-in Rough-In WaterSense 1.28 GPF 2-piece Toilet - ADA Compliance	MT-802PRO
BATHROOM	SHOWER	Sterling 30-in W x 60-in L Left White Single Threshold Rectangle Shower Pan Base with 4-in H Threshold	72171820-0
BATHROOM	MIRROW	Project Source 20-in W x 24.0-in H Rectangle Silver Beveled Frameless Wall mounted Mirror	21300
BATHROOM	FIXTURES	Sink- Dover Brushed Nickel 4-in centerset 2-handle WaterSense Mid-arc Residential Handle Bathroom Sink Faucet with Drain with Deck Plate	F51B0066NP
BATHROOM	FIXTURES	Shower- Moen Adler Spot Resist Brushed Nickel 1-handle Multi-function 3.5-in Round Shower Faucet (Valve Included)	82604SRN
BATHROOM	FIXTURES	Misc- Moen 3 -Piece Avri Brushed Nickel Decorative Bathroom Hardware Set Towel Bar, Toilet Paper Holder, Towel Ring Included	Y1493BN
KITCHEN	FIXTURES	Sink- allen + roth Bryton Stainless steel Single Handle Deck-mount Pull-down Kitchen Faucet with Sprayer (Includes Deck Plate)	21-K131HSS-AR
LIVINGROOM	FIXTURES	Cealing Fan - CARRO USA Levi 48-in White with White Blades LED Flush Mount Smart Ceiling Fan With Light and Remote Control Included 5 -Blade	LS485Q5-L12-W1-1-FMA

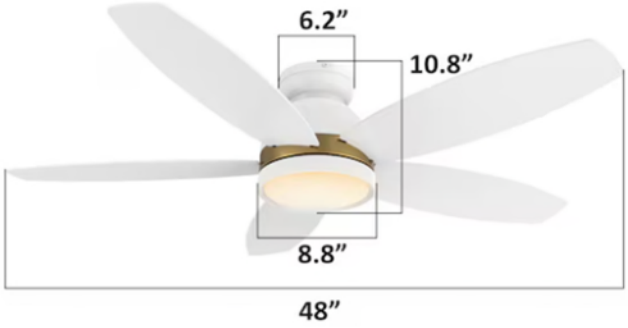
Location	Item	Description / Specs	Model #
BEDROOM	SHELVING	ClosetMaid 48-in x 12-in White Universal All-purpose Wire Shelf	4714
ALL	SMOKE DETECTORS	Smoke and Carbon Monoxide Detector - First Alert 10-Year Battery, Hardwired (with Battery Backup) Photoelectric Interconnected Combination with Voice Alert	1046790



Item Model Number: JN18	Voltage: AC 240V	Power: 18 Kw
Temp. Range: 86-140°F / 30-60°C	Protection Rate: IP25	Max. Current: 75A
Material: ABS 5VA	Min. Flow to Activate Unit: 0.7 GPM (2.5 L/m)	Water Connections: 3/4" NPT
Fit Circuit Breaker: 2 x 40A	Fit Power Cable: 2x8AWG	Weight: 11.68 lbs / 5.3 kg

17.4 -in W
31-in H
17-in H
(Bowl height
with seat)
12-in
Rough-In
28.4-in D

Shower base can be finished
with tile or shower walls.
DURABLE, EASY-
TO-CLEAN, AND
SLIP-RESISTANT.


6.2”
10.8”
8.8”
48”

18KW INSTANT HEAT
Large water volume for family use
86-140°F
/ 30-60°C
Temp (°F)
140
Time

INTEGRATED CAST ALUMINUM HEATER
No waiting for warm-up
Corrosion-proof
No Limescale
Long Lifetime
Overheating Protection
NPT3/4" Outlet
NPT3/4" Inlet

RFP 26-902
Lake County Multi-Family
Detached Housing

SECTION 7

Specifications and Qualifications

Nichols Contracting, Inc.

NICHOLS CONTRACTING

MASTER PROJECT QUALIFICATIONS — FINAL MASTER LIST

DIVISION 01 — GENERAL CONDITIONS / ADMINISTRATION

Project Delivery

- Contractor to provide full turnkey delivery of twenty-one (21) residential dwelling units including all off-site utility work and land development.
- Contractor responsible for all labor, materials, equipment, supervision, transportation, fuel, surveying, permits, inspections, and incidentals necessary for complete project delivery.
- Scopes may be subject to breakout of owner's request.
- Price is based on known existing utilities
- Permit fees included in proposal as $17,000.00.
- Site permits are the responsibility of Owner.

Schedule Basis

- The project schedule is driven by the contract duration commencing from Notice to Proceed (NTP).
- NTP is assumed issued upon execution of the Prime Contract and readiness of required site-related permits for pickup upon Contractor and subcontractor notification to the AHJ.
- The schedule assumes timely coordination with Lake County and its consultants, including the civil engineer of record.
- RFI responses assumed within forty-eight (48) hours.
- Submittal and shop drawing reviews assumed within seven (7) calendar days.
- Building drawing reviews assumed within fourteen (14) calendar days.
- Additional County inspections not tied to Building Department reviews shall align with the approved construction schedule.

Project Staffing

- Contractor will provide a dedicated full-time Project Superintendent assigned exclusively to this project for the duration of construction.

Project Administration

- Contractor to provide construction schedule, daily reports, RFI log, submittal log, schedule of values, meeting documentation, redlines, as-builts, warranties, manuals, and closeout documentation.

Fees & Third-Party Responsibilities

- Fees associated with utilities, site, off-site work, and landscaping are the responsibility of Lake County.
- Release of documentation required by telecommunications providers and power utilities remains the responsibility of Lake County.

Security / Theft / Vandalism (Time Only)

- Schedule assumes reasonable site protection including fencing, camera monitoring, and secured storage containers when practicable.
- Delays caused by theft or vandalism despite reasonable protection measures shall not be Contractor responsibility from a time standpoint and may warrant schedule adjustment.

Long Lead Procurement

- Long-lead items assume timely release of deposits and approvals consistent with schedule sequencing.

DIVISION 02 — EXISTING CONDITIONS / SITEWORK / CIVIL

- The schedule assumes site and subsurface conditions consistent with the Contract Documents and available geotechnical information.
- Sequencing assumes no unknown utilities or unforeseen conflicts beyond those indicated.
- Locate, verify, and protect all utilities prior to construction; repair any damage at Contractor expense.
- Removal and disposal of trees; burning prohibited.
- Demolition/removal of existing asphalt driveway aprons and fencing as indicated.
- Provide clearing, grubbing, grading, clean fill, and compaction to prepare site.
- Scope includes erosion control, silt fencing, inlet protection, and BMP maintenance for duration of construction.
- Offsite work including force main construction and directional boring assumes durations consistent with municipal processes.
- Civil materials assume standard manufacturer lead times and agency coordination durations.
- Proposal included the installation of Bahia sod.

DIVISION 03 — CONCRETE

- Includes slabs, footings, sidewalks, curbs, dumpster pad, and related structural components per Contract Documents.
- Sidewalks minimum six (6) inches thick with reinforcing on chairs.
- Concrete operations assume timely County inspections and testing availability.
- Sequencing assumes uninterrupted progression following civil completion.
- SOG to be 2000 to 2500 PSF Monolithick slab 16" depth at residential dwellings.
- Thickend Edge Footing to be TDE: 20" deep x 12" wide w/1#5s cont.

DIVISION 05 — METALS

- Includes miscellaneous metals, supports, embeds, and coordination framing as required.
- Fabrication durations assume standard shop lead times.

DIVISION 06 — STRUCTURAL (PREFAB NGO PANEL SYSTEM)
• Structural scope is based on prefabricated NGO panel construction aligned with Contractor means and methods.
• System rated for wind loads up to 185 MPH.
• Manufacturer data (insulation values, STC rating, fire/mold resistance) to be submitted per submittal process.
• Includes engineered slab/footing design, wood roof trusses, and interior metal framing as required.
• Any requested changes post-award may result in schedule/cost adjustment.
• Proposal includes the selection of exterior Hardie board or Aluminum siding.

DIVISION 07 — BUILDING ENVELOPE / ROOFING
• Roofing installed per Contract Documents and manufacturer requirements.
• Shingle selection per project scope and County selection.
• Includes underlayment, flashing, trim, and vapor barrier systems as required.
• Manufacturer and workmanship warranties included.
• Proposal includes Supply and install 2 Ply's of code approved D226 Type II synthetic felt to entire wood deck.

DIVISION 08 — OPENINGS
• Includes impact-rated windows and exterior doors per Contract Documents.
• Lead times assume standard manufacturer durations.
• 4'4" x 5" white, vinyl, non- impact single hung windows with grids
• 72" x 72" sliding glass doors
• 3'0 x 6'8" 20 min fire rated, six panel, pre-hung fiberglass doors, composite frames, bored twice for lock set, bored for peep hole, weather strips, threshold
• 3'0"x 6'8" hollow core, pre hung swing doors and bifold doors, bored for privacy or passage according to plans hole, weather strips, threshold

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DIVISION 09 — FINISHES
• Finishes per Contractor proposal and Contract Documents.
• Includes tile floors and shower walls in bathrooms; glued-down LVT flooring; quartz countertops (2CM); cabinets with plywood backing at wet areas; sinks; mirrors; accessories; and paint systems.
• Includes LED lighting with ceiling fans in living areas and bathrooms.
• Modifications may impact cost and schedule.

DIVISION 10 — SPECIALTIES
• Includes signage, accessories, mail kiosks, bike racks, dumpster enclosure, and bus shelter per Contract Documents.
• No spec provided for Bus Shelter. Allowance of $20,000 included in estimate.

DIVISION 21 — FIRE SUPPRESSION
• Includes NFPA 13D compliant residential fire sprinkler systems for all dwelling units.
• Systems assume connection in accordance with approved design and applicable codes.
• Installation assumes timely permitting, inspection scheduling, and approval coordination.
• Per post bid meeting Fire Protection to be removed from project scope at a credit of $94,800.

DIVISION 22 — PLUMBING
• Includes domestic water, sanitary sewer, fixtures, and systems per Contract Documents.
• Includes energy-efficient fixtures and tankless water heaters.
• Includes laundry box assemblies and full fixture installation.
• Utility connection fees excluded.

DIVISION 23 — HVAC
• Includes central HVAC systems and controls per Contract Documents.
• Includes exhaust ventilation systems.
• Commissioning assumes timely inspections and agency approvals.
• Split system to consist of AHU and Compressor with ductwork, thermostat, and air distribution devices.
Pricing includes kitchen hood vent.

DIVISION 26 — ELECTRICAL
• Includes power distribution, lighting, site lighting, smoke detectors, carbon monoxide detectors, and related systems per Contract Documents.
• Includes Ceiling Fans in living areas and bedrooms.
• Utility connection fees excluded.
• Assumed secondary feeder to be no more than 15 ft in length from Transformer to Meter.
Utility Allowance
• Allowance of $85,000 included for underground telecom and power utilities.

• Includes conduit installation and transformer pads.
• Unused allowance returned via deductive change order.

DIVISION 31 / 32 / 33 — EXTERIOR IMPROVEMENTS & UTILITIES

• Includes storm drainage systems, sanitary systems, water distribution, paving, striping, landscaping, and restoration.
• Includes lift station, force main, directional boring under County Road 561, and full utility coordination.
• Landscaping assumes standard plant availability and seasonal installation durations.

•Pricing for onsite force main includes 2"plug valve to Lift Station.
•Offsite Force Main along CR561 (Approx 1945 LF) with 6" Tee / 6x2 Reducer / Flush Port to be included as an allowance of $168,884.
•Additionally, work associated with Offsite Force Main to include open cut driveways and new backflow preventer. Add $13,200
• Directional Drill for proposed Force Main under CR 561 to be 8" DR11 HDPE in lieu of 6" FM in 12" Casing. Credit $4,000

CLOSEOUT & PUNCHLIST

• Punchlist and closeout sequencing based on industry standards for multi-family production construction.
• Final acceptance assumes reasonable inspection durations and coordination with County staff.
• Final payment contingent upon Certificate of Occupancy/Completion.

EXHIBIT B (COMPOSITE)

MULTI-FAMILY DETACHED HOUSING PROJECT
DEVELOPMENT & CONSTRUCTION SERVICES

(ARPA-SLFRF FUNDED)

ITB # 26-902

The below listed items are incorporated into this contract as essential and material terms but shall be transmitted and kept on a separate USB due to the size of the files and due to the confidential and/or exempt nature of some of the documents, as indicated, pursuant to Sections 119.071(3)(a) and (b), Florida Statutes.

1. *Construction Plans for Multi-Family Detached Housing,* dated March 2026, prepared by Halff, for Lake County (14 pages) (Referenced as "Exhibit K" in the solicitation materials).

2. *Geotechnical Investigation, Proposed Stormwater Retention Areas and Paved Parking/Drive Area, Transitional Housing Project, 28123 CR 561, Tavares, Lake County, Florida,* dated March 27, 2025, prepared by Andreyev Engineering, Inc., for Lake County (13 pages) (Referenced as "Exhibit O" in the solicitation materials).

3. *Code Minimum Landscape Plans for Multi-Family Detached Housing,* dated February 2026, prepared by Halff, for Lake County (9 pages) (Referenced as "Exhibit P" in the solicitation materials).

4. *St. Johns River Water Management District Environmental Resource Permit and Technical Staff Report for Permit No. 42209-4, Multi-Family Detached Housing,* issued March 2, 2026 (20 pages).

5. *Phase I Environmental Site Assessment Report – 3.2 Acre Lake County Property, 28123 CR 561, Tavares, Lake County, Florida,* dated July 17, 2024, prepared by Ardaman & Associates, Inc., for Lake County (351 pages).

6. *Offsite Utility Plans, to be provided.*

7. *Photometric Plan, to be provided.*

Plans to be developed and submitted by CONTRACTOR after the Effective Date of this Agreement shall be incorporated as part of the Contract Documents upon approval by the COUNTY without the need for amendment to the Agreement. Project documents prepared and provided by CONTRACTOR shall be designated as **CONFIDENTIAL AND/OR EXEMPT** and maintained in order to preserve their confidentiality or exempt nature by CONTRACTOR and CONTRACTOR's subcontractors/vendors.

EXHIBIT C

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Lake County Board of County Commissioners 315 W. Main Street Tavares, Florida 32778	DUNS Number: 079214136 Taxpayer Identification Number: 596000695 Assistance Listing Number and Title: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to receiving such payment from Treasury, agrees to the terms attached hereto.

Recipient:

Authorized Representative Signature (above)

Authorized Representative Name: Sean Parks

Authorized Representative Title: Chairman - Board of County Commissioners

Date Signed:

U.S. Department of the Treasury:

Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft

Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs

Date Signed: May 19, 2021

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Lake County Board of County Commissioners by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;

   ii. An Inspector General;

   iii. The Government Accountability Office;

   iv. A Treasury employee responsible for contract or grant oversight or management;

   v. An authorized official of the Department of Justice or other law enforcement agency;

   vi. A court or grand jury; or

   vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Lake County Board of County Commissioners (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

_____ _____

Recipient Date

_____

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Nichols Contracting, Inc			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor shall provide all labor, materials, tools, transportation, and equipment necessary to perform the services in accordance with the specified requirements listed and implied.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	**ITEM DESCRIPTION**	**Proposed TIME FRAME (CALENDAR DAYS)**	**LUMP SUM PRICE**
A	ENTER lump sum price for SITEWORK & BUILDING CONSTRUCTION. Price shall be all inclusive to complete all work described & implied.		$3,768,448.48
B	ENTER lump sum price for UTILITIES CONSTRUCTION. Price shall be all inclusive to complete all work described and implied.		$1,229,430.36
TOTAL	**ENTER lump sum price for turnkey project. Price shall be all inclusive to complete all work described and implied.**	**244.00**	**$4,997,878.84**
Below is for informational purposes. Contractor will be paid per the lump sum price. Contractor is responsible for familiarizing itself with the project requirements, and lump sum pricing shall represent full cost for all items required for a turn-key project in their lump-sum			

EXHIBIT E

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

TO BE SUBMITTED WITH FINAL PAYMENT APPLICATION

STATE OF FLORIDA

COUNTY OF _____

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, without exception.

Signed and Delivered on the ____ day of ____, 202__.

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or __ online notarization, this

____ day of _____, 20__, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

CONTRACTOR'S PAYMENT TO SUPPLIERS & SUBCONTACTORS AFFIDAVIT
TO BE SUBMITTED WITH ALL 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 payment in the amount of: $_____.

4. All work to be performed under this payment application has been fully completed and all suppliers/lienors under this payment application have been paid in full, except the following:

NAME OF SUPPLIER/LIENOR	AMOUNT DUE
_____	_____
_____	_____
_____	_____

Signed and Delivered on the_____day of_____, 202_

BY: _____
Signature of Affiant

_____
Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

1. INSURANCE COVERAGE

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

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

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

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

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

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

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

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

1.3.4. A separate Builders Risk policy for this project for the full budgeted amount will be required.

1.3.5. Professional Liability and Specialty Insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

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

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

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

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

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

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

4. **POLICY ENDORSEMENTS**

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

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

5. RENEWAL AND CONTINUOUS COVERAGE

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

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

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

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

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

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

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

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

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

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

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

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

[End of Exhibit B.]

EXHIBIT H

ARPA Federal Funding Provisions.

The Service under this Agreement is funded by American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the U.S. Department of the Treasury (Treasury). CONTRACTOR agrees to comply with any additional specific requirements of a Federal Awarding Agency, at the time a federal funding source is identified. The following contract provisions are required by Appendix II to 2 C.F.R, Part 200 ("Uniform Guidance"). During the performance of this Agreement, the CONTRACTOR agrees as follows:

8.1 Compliance with the Contract Work Hours and Safety Standards Act.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

3. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8.2 Clean Air Act.

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

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

3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

8.3 Federal Water Pollution Control Act.

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

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

3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Treasury.

8.4 Suspension and Debarment.

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

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

3. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. I80, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

8.6 Procurement of Recovered Materials.

1. In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

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

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, Comprehensive Procurement Guideline (CPG) Program | US EPA

8.7 Access to Records.

The following access to records requirements apply to this Agreement:

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

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

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

8.8 Federal Awarding Agency Seal, Logo, and Flags. The CONTRACTOR shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

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

8.10 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

8.11 Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

8.12 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

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

2. Prohibitions.

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

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

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

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

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

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

3. Exceptions.

A. This clause does not prohibit contractors from providing:

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

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

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

i. Covered telecommunications equipment or services that:

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

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

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

4. Reporting requirement.

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

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

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

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

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

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

If required by a Federal Awarding Agency, CONTRACTOR agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CONTRACTOR and the COUNTY must report all suspected or reported violations to the Federal awarding agency.

8.14 Domestic Preferences for Procurement.

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

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

8.15 Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following.

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

D. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8.16 Hatch Act. CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local

government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

8.17 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Lake County Board of County Commissioners by the U.S. Department of the Treasury."

8.18 Protections for Whistleblowers.

A. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

B. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Treasury employee responsible for contract or grant oversight or management;

v. An authorized official of the Department of Justice or other law enforcement agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

8.19 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

8.20 Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT I

FEDERAL FUNDING PROVISIONS (HUD) 26-902

The U.S. Department of Housing and Urban Development (HUD) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the Contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

1.1 Access to Records. The following access to records requirements apply to this Agreement:

A. Contractor agrees to provide Lake County BCC, the HUD Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

C. Contractor agrees to provide the HUD Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Agreement.

D. Contractor agrees to retain records for the longer of the time required by HUD or by the State of Florida, as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

1.2 Additional Services. The County shall perform a cost or price analysis as required by 2 C.F.R. 200.324, prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement.

1.3 Contract Adjustment. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 C.F.R. Subpart 31.2, and conform to the Agreement pricing provisions of 2 C.F.R. 200.324.

1.4 Federal Labor Standards Provisions. (Davis-Bacon Act, Copeland Act, and Contract Work Hours & Safety Standards Act). The Project to which the construction work covered by this Agreement pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1.5 Copeland Anti-Kickback Act and Davis Bacon Act.

A. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once a week. The Contractor must include the provisions of 29 C.F.R. Part 5.5(a)(1)-(10) in full in any subcontracts entered into for the completion of this agreement.

B. The Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Agreement. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may, by appropriate instruction require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of

contract clauses above may be grounds for termination of the Agreement, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. 5.12.

1.6 Davis Bacon and Related Acts Provisions, 29 CFR § 5.5.

A. The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

B. A copy of the most current Federal Regulations is attached hereto and incorporated herein as Exhibit J.

C. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and **the Davis-Bacon poster (WH–1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.** A copy of the Davis-Bacon Poster and Davis-Bacon Wage determination are included as **Exhibits K and L.**

D. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the COUNTY for submittal to DOE. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division

Web site at https://www.dol.gov/agencies/whd/forms/wh347 or its successor site. A copy of the required payroll form has been included as **Exhibit M**. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to DOE, or its designee, if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the DOE, or its designee, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to DOE, or its designee.

3. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and **shall certify the following**:

i. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

5. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

E. 6. The CONTRACTOR or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives DOE, or its designee, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, DOE, or its designee, may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

1.7 Contract Work Hours and Safety Standards Act (CWHSSA) Provisions, 29 C.FR § 5.5(b). (contracts in excess of $100,000). A copy of the most current Federal Regulations is attached hereto and incorporated herein as **Exhibit G.**

1.8 Health and Safety. The provisions of this section are applicable where the amount of the prime contract exceeds $100,000.

A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 U.S.C. 3701 et seq.

C. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

1.9 Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.). The Contractor, if the Agreement is in excess of $2,000, and any its subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 C.F.R. Part 5.

Under Section 103 of the Act, the Contractor and any of their subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor.

These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

1.10 Clean Air and Clean Water Acts.

A. Clean Air Act. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand ($100,000) dollars agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15.20.

2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

B. Federal Water Pollution Control Act. The Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, *et seq.* The Contractor shall report each violation to the County, which will report each violation as required to HUD and the appropriate EPA Regional Office. The Contractor shall include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by HUD under this Agreement.

C. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c)of the Federal Water Pollution Control Act.

1.11 Energy Conservation Provisions. Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost-Effective Energy Conservation Measures.

1.12 Debarment and Suspension. A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R .180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov. Contractor's certification regarding debarment, suspension, ineligibility, and voluntary exclusion is a material representation upon which the contract award is based.

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

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

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

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

1.13 Byrd Anti-Lobbying Amendment. Contractor has executed the certification regarding lobbying, and such is considered attached to and incorporated within this Agreement. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352 and as implemented at 24 C.F.R. part 87. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.14 Procurement of Recovered Materials. In performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule; (b) Meeting Agreement performance requirements; or (c) At a reasonable price. Information about this requirement and the list of EPA designated items is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

1.15 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

B. Prohibitions.

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

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

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
iv. Provide, as part of its performance of this , subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

D. Exceptions.

1. This clause does not prohibit Contractors from providing:

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

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

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

i. Covered telecommunications equipment or services that:

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

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

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

E. Reporting requirement.

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph D.2 of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

2. The Contractor shall report the following information pursuant to paragraph E.1 of this clause:

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

ii. Within ten (10) business days of submitting the information in paragraph E.2.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

1.16 Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1.17 2 C.F.R. 200.471 Telecommunication costs and video surveillance costs. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to: (1) Procure or obtain, extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a contract) to procure; or (3) Obtain the equipment, services, or systems.

1.18 Build America Buy America. Contractor shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes domestic content procurement preference for infrastructure projects. (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are

mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject Federal financial assistance program awards. The term "infrastructure" is construed broadly and descriptions provided in paragraph (c) of 2 CFR §184.4 are illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes "infrastructure," Federal agencies consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.

Examples of HUD projects that are considered infrastructure projects, according to BABA, include, but are not limited to: rehabilitation, maintenance, and reconstruction of buildings and real property, including housing; and construction and repair of public facilities and improvements, such as water, sewer, or other utilities, roads, bridges, sidewalks, homeless shelters, or broadband infrastructure.

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

For Federally assisted programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

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

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

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

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

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

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

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

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

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

1.20 Compliance with Federal Law, Regulations, and Executive Orders. The Contractor will comply will all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

1.21 HUD Agency Seal, Logo, and Flags. The Contractor shall not use the HUD's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific HUD preapproval.

1.22 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

1.23 Civil Rights. The Contractor shall comply with the Florida Civil Rights Act of 1992; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-57) and implementing regulations at 24 C.F.R. § 570.614; the Americans with Disabilities Act of 1990 and all implementing regulations; the Fair Housing Act (42 U.S.C. 3601–19) and implementing regulations at 24 C.F.R. part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1959–1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 C.F.R. part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 C.F.R. part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 C.F.R. part 8; Executive Order 11625, as amended by Executive Order 12007 (3 C.F.R., 1971–1975 Comp., p. 616 and 3 C.F.R., 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 C.F.R., 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 C.F.R., 1977 Comp., p. 393 and 3 C.F.R., 1987 Comp., p. 245) (Women's Business Enterprise); as required by 24 C.F.R. § 5.015, except as may be otherwise noted by HUD under the program providing the respective funding under this Agreement or as otherwise inconsistent with statutes authorizing certain HUD programs.

1.24 Section 3 of the Housing and Urban Development Act of 1968 Compliance. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The Contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

E. The Contractor agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 C.F.R. Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

F. The Contractor agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.

G. The Contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the Contractor for subsequent Section 3 covered projects or activities.

H. The Contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.

I. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 75.

J. The Contractor will certify that they have followed prioritization of effort in 24 C.F.R. part 75.19 for all employment and training opportunities. The Contractor will further certify that it meets or exceeds the applicable Section3 benchmarks, defined in 24 C.F.R. Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low- income persons for economic opportunities.

K. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

L. Contractor shall sign and provide to the County the Section 3 Certification of Intent to Comply included as Exhibit N.

M. If Contractor is claiming Section 3 Business Status, a Section 3 Business Certification must be submitted to County. Any workers seeking to claim Section 3 Worker preferences in training and employment must certify eligibility by residency and household income and submit a Section 3 Worker Certification to Contractor, who must provide this documentation to the County. **Certification statements have been included as Exhibit N.**

1.25 Restrictive Drawings and Specifications. In accordance with 2 C.F.R. 200.319 and agreements between the County and HUD, the Design Professional shall not require the use of materials, products or services that unduly restrict competition.

1.26 Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

1.27 Age Discrimination Act of 1975. No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

1.28 Section 504 of the Rehabilitation Act of 1973. No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

1.29 Lead Based Paint Requirements. Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead- based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

1.30 Drug-Free Workplace. Subrecipient shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 2 C.F.R. part 2429.

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This content is from the eCFR and is authoritative but unofficial.

Title 29 —Labor

Subtitle A —Office of the Secretary of Labor

Part 5 —Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

Subpart A —Davis-Bacon and Related Acts Provisions and Procedures

Source: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

Authority: 5 U.S.C. 301; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 28 U.S.C. 2461 note; 40 U.S.C. 3141 *et seq.;* 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.;* Secretary's Order No. 01-2014, 79 FR 77527; and the laws referenced by § 5.1(a).

Source: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

§ 5.5 Contract provisions and related matters.

(a) ***Required contract clauses.*** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided,* That such modifications are first approved by the Department of Labor):

(1) ***Minimum wages*** —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

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

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

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

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

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) ***Conformance.***

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

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

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

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

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

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a

report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

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

(2) ***Withholding*** —

(i) ***Withholding requirements.*** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld

from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

(B) A contracting agency for its reprocurement costs;

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

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

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

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

(3) ***Records and certified payrolls*** —

(i) ***Basic record requirements*** —

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

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

(C) ***Additional records relating to fringe benefits.*** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

(ii) ***Certified payroll requirements*** —

(A) ***Frequency and method of submission.*** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

(iv) ***Required disclosures and access*** —

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

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency

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

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —

(i) ***Apprentices*** —

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

(B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

(ii) ***Equal employment opportunity.*** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

(9) ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5,

6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) ***Certification of eligibility.***

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

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

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

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

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

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

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

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

(b) ***Contract Work Hours and Safety Standards Act (CWHSSA).*** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms “laborers and mechanics” include watchpersons and guards.

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

(2) ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

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

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

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

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

(B) A contracting agency for its reprocurement costs;

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

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

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

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

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

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

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

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

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) ***CWHSSA required records clause.*** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) ***Incorporation of contract clauses and wage determinations by reference.*** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) ***Incorporation by operation of law.*** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022; 88 FR 2215, Jan. 13, 2023; 88 FR 57734, Aug. 23, 2023; 89 FR 1815, Jan. 11, 2024; 90 FR 1859, Jan. 10, 2025]

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 SPA REV 10/17

"General Decision Number: FL20260068 01/02/2026

Superseded General Decision Number: FL20250068

State: Florida

Construction Type: Residential

County: Lake County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/02/2026

ENGI0487-032 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom	$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes	$ 38.01	16.85
Group 3		
Cranes not described above.	$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 31.50	16.45

SUFL2009-107 06/08/2009

	Rates	Fringes
BRICKLAYER	$ 20.00	0.00
CARPENTER, Excludes Form Work	$ 11.96	2.94
CEMENT MASON/CONCRETE FINISHER	$ 12.19	0.00
ELECTRICIAN	$ 11.98	0.00
FENCE ERECTOR, Includes Chain Link/Cyclone Fencing	$ 13.50	1.06
FORM WORKER	$ 14.00	0.54
INSULATOR: Batt and Blown	$ 12.01	0.00
IRONWORKER, ORNAMENTAL	$ 12.60	0.00
IRONWORKER, REINFORCING	$ 16.88	0.00

LABORER: Common or General.....$ 9.51 0.00

LABORER: Mason Tender - Brick...$ 11.51 0.00

LABORER: Mason Tender - Cement/Concrete.....$ 10.46 0.00

LABORER: Pipelayer.....$ 11.79 0.00

LABORER: Roof Tearoff.....$ 9.00 0.00

LABORER: Landscape and Irrigation.....$ 9.15 0.00

OPERATOR: Asphalt Paver.....$ 12.07 0.00

OPERATOR: Backhoe Loader Combo.....$ 17.04 0.00

OPERATOR: Backhoe/Excavator.....$ 12.56 0.00

OPERATOR: Bulldozer.....$ 12.14 0.00

OPERATOR: Distributor.....$ 11.57 0.00

OPERATOR: Forklift.....$ 17.38 0.00

OPERATOR: Grader/Blade.....$ 15.50 0.00

OPERATOR: Loader.....$ 11.10 0.00

OPERATOR: Roller.....$ 11.02 0.00

OPERATOR: Screed.....$ 11.08 0.00

OPERATOR: Trackhoe.....$ 15.68 0.00

OPERATOR: Tractor.....$ 10.20 0.00

PAINTER: Brush, Roller and Spray.....$ 13.61 0.00

PLASTERER.....$ 13.59 0.00

PLUMBER.....$ 15.04 0.00

ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....$ 13.33 0.00

ROOFER: Metal Roof.....$ 16.99 0.00

SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....$ 9.95 0.00

TRUCK DRIVER, Includes Dump Truck.....$ 10.22 0.00

TRUCK DRIVER: 4 Axle Truck.....$ 11.78 0.00

TRUCK DRIVER: Lowboy Truck.....$ 12.10 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were

adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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================================================================

            END OF GENERAL DECISION
"
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"General Decision Number: FL20260254 01/02/2026

Superseded General Decision Number: FL20250254

State: Florida

Construction Type: Highway

County: Lake County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUFL2022-023 06/27/2024

	Rates	Fringes
CARPENTER	$ 22.72	0.00
CEMENT MASON/CONCRETE FINISHER	$ 20.18	1.49
ELECTRICIAN	$ 24.08	3.40
IRONWORKER	$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 16.92	0.00
LABORER: Common or General	$ 15.08	0.00
LABORER: Mason Tender - Cement/Concrete	$ 21.43	3.75
LABORER: Pipelayer	$ 21.63	0.00
LABORER: Grade Checker	$ 17.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 23.27	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 21.30	0.00
OPERATOR: Boom	$ 33.61	11.50
OPERATOR: Broom/Sweeper	$ 17.12	0.00
OPERATOR: Bulldozer	$ 22.37	3.44
OPERATOR: Crane	$ 32.18	0.00
OPERATOR: Grader/Blade	$ 19.25	0.00
OPERATOR: Loader	$ 18.42	0.76
OPERATOR: Mechanic	$ 29.69	0.00
OPERATOR: Milling Machine	$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 19.73	0.00

OPERATOR: Piledriver.....$ 25.18 0.00

OPERATOR: Roller.....$ 18.28 0.00

OPERATOR: Scraper.....$ 15.54 0.00

OPERATOR: Screed.....$ 17.84 0.00

OPERATOR: Tractor.....$ 16.00 0.68

PAINTER.....$ 21.02 0.00

TRAFFIC CONTROL PERSON.....$ 15.93 0.00

TRUCK DRIVER: Dump Truck.....$ 17.33 0.00

TRUCK DRIVER: Flatbed Truck.....$ 19.46 0.00

TRUCK DRIVER: Lowboy Truck.....$ 20.76 0.00

TRUCK DRIVER: Off the Road Truck.....$ 16.55 0.00

TRUCK DRIVER: Water Truck.....$ 18.27 0.00

TRUCK DRIVER: Distributor Truck.....$ 21.19 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order

minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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200 Constitution Avenue, N.W.
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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION
"

U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)		(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
															TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
							ST												
							OT												
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION		**WEEK ENDING DATE**	**CERTIFYING OFFICIAL's NAME AND TITLE**

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO. / ☐ Funded ☐ Unfunded												TOTAL HOURLY CREDIT
	FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		FB NAME		
	FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		FB TYPE		
	PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		PLAN NO.		
	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	☐ Funded	☐ Unfunded	
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	$
	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hourly Credit	$	Hrly Credit	$	$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___ -____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

EXHIBIT N

SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking preference in training and employment must certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation of eligibility to the recipient contractor or subcontractor.

I, _____, am a legal resident of _____,
(Print Worker Name) *(Community Name)*

I certify that:

☐ My annual income was less than _____ at the time of my initial employment with my current employer on (date)_____ (must be within the last 5 years, but no earlier than November 1, 2020);

or

☐ I am a resident of public housing or a Housing Choice Voucher (Section 8) holder.

I have attached the following Section 3 Worker documentation:

- ❑ Copy of lease/mortgage or other acceptable verification indicating current address
- ❑ Copy of receipt of public housing or Section 8 assistance
- ❑ Copy of public assistance documentation
- ❑ Copy of annual income documentation
- ❑ Other: _____

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

My permanent address is:

_____

_____

_____ _____

Worker's Signature Today's Date

Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files.

Projects that receive $200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses.

This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company: _____

Address: _____

Project information:

Project Name: _____

Project Address: _____

Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)* OR by individuals that are current public housing residents or current residents of Section 8-assisted housing?
   *Please reference https://www.huduser.gov/portal/datasets/il.html (select relevant income area to determine limits) to determine if employee is less than 80% of the current area median income.

   ( )Yes ( )No

2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI)?

   ( )Yes ( )No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Signature: _____

Print Name: _____ Date: _____

Exhibit L

Concrete Pad, Sidewalk & Ribbon Curb Pre-Pour Inspection/Approval

**Note: Contractor must obtain Lake County Facilities Management staff inspection approval prior to pouring concrete for any pad, sidewalk or ribbon curb. This form must be submitted by email for approval a minimum of 2 days before pouring concrete. This inspection is in addition to the County Building Inspector inspection. Contractor is required to submit the Construction Plan showing/marking the concrete pad, sidewalk or ribbon curb section (lineal feet) being poured.

***No payment will be processed for any portion of concrete pad, sidewalk or ribbon curb poured without first obtaining Lake County Facilities Management staff inspection approval.

Contract #: _____ Submittal Date by Email: _____

Concrete Pad size(s): _____

Sidewalk or Ribbon Curb lineal feet: _____

Inspected by (full name): _____ Signature: _____ Date: _____

Approved ☐ Disapproved ☐

*Attach or Insert drawing below of concrete pad, sidewalk or ribbon curb section being poured:

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

DATE: 03/18/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42824
BY: Sandy Beckett, Office Manager
SUBJECT: Increase expenditure limits of Contract 23-510C with Flotech Environmental, LLC

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To increase the expenditure limits of Contract 23-510C with Flotech Environmental, LLC (Miami, FL) for Storm Drain System Cleaning not to exceed $75,000 to an estimated $150,000; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $150,000 (expenditure). Annual expenditures will not exceed the available funding in each Fiscal Year's Budget.

BACKGROUND SUMMARY: On April 18, 2023, the County Manager awarded Contract 23-510 (based on an Invitation To Bid) to a pool of three vendors with expenditures not to exceed $75,000 while staying within the fiscal year budget. Contract 23-510C is used by Road Operations and other departments for cleaning of stormwater drainage systems located within County right of way and on County-owned properties. The cost and need for this service has increased since the original award of this contract. Two of the three vendors are not being renewed due to lack of response to work orders and invoicing issues. A solicitation to replace 23-510 is currently in process. Market research indicates the increased costs are within current market conditions. Staff recommends increasing the approved expenditure amount while staying within fiscal year budget parameters, to continue effective contract utilization.

Fiscal Impact: $150,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Gas Tax	1120	5053200	830460		$150,000

Advertised Date: Paper:

Attachments:

1.	23-510C FLOTECH ENVIRONMENTAL EXP 3-23-26

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 03/18/2026
David Hill	Approved - 03/18/2026
Kerri Andrews	Approved - 03/18/2026
Grace Burgos	Approved - 04/02/2026
Roberto Bonilla	Approved - 04/02/2026
Rachel Bartolowits	Approved - 04/10/2026
Ron Falanga	Approved - 04/10/2026
Kandace Pourbaix	Approved - 04/11/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

MODIFICATION OF CONTRACT

Modification Number:Five (5) Effective Date: 3/24/2026	Contract Number: 23-510C Title: Storm Drain System Cleaning Effective Date: 03/24/2023
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.Bechtel@Lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Flotech Environmental, LLC. Address: 657 South Drive, Suite 401 City: Miami, FL 33166 ATTENTION: Jose L. Ferre, Managing Member
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on March 23,2028, or until new contract is awarded.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jose L. Ferre Title: Managing Member Date: 9/22/2025 E-mail: contractadmin@flotechllc.com Secondary E-mail: yinet.quintana@flotechllc.com	Signature: Print Name: Gretchen Bechtel, CPPB, Senior Contracting Officer Title: Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Senior Contracting Officer Date: 2025.09.23 12:41:21 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

MODIFICATION OF CONTRACT

Modification Number:Four (4) Effective Date: 6/13/2024	Contract Number: 23-510C Title: Storm Drain System Cleaning Effective Date: 03/24/2023
Contracting Officer: Amy Munday E-mail: Amy.Munday@Lakecountyfl.gov Telephone Number: 352-343-9768	Contractor Name and Address: Name: Flotech Environmental, LLC. Address: 657 South Drive, Suite 401 City: Miami, FL 33166 ATTENTION: Jose L. Ferre, Managing Member
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Modification Number 4 permits the inclusion of the Lake County Water Authority (LCWA) and replaces Exhibit B of contract with attached Exhibit B with updated Insurance Requirements.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____	Signature: _____
Print Name: Jose L. Ferre	Print Name: Gretchen Bechtel, Contracting Officer II
Title: Managing Member	Title:
Date: 6/13/2024	Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.06.13 12:05:19 -04'00'
E-mail: contractadmin@flotechllc.com	
Secondary E-mail: estimating@flotechllc.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

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

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

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

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

B. Lake County, a Political Subdivision of the State of Florida, the Board of County Commissioners, and the LCWA and its Board, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the Solicitation/Contract 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 and LCWA of any change, cancellation, or nonrenewal of the required insurance.

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

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

F. Certificate holders must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

and

LAKE COUNTY WATER AUTHORITY
27341 FL SR-19
TAVARES, FL 32778

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

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

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

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

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

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

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 3/24/2024	Contract Number: 23-510C Title: Storm Drain System Cleaning Effective Date: 03/24/2023
Contracting Officer: Amy Munday E-mail: Amy.Munday@Lakecountyfl.gov Telephone Number: 352-343-9768	Contractor Name and Address: Name: Flotech Environmental, LLC. Address: 657 South Drive, Suite 401 City: Miami, FL 33166 ATTENTION: Jose L. Ferre, Managing Member
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification is to extend contract Two (2) Years, to expire on March 23, 2026.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature:	Signature:
Print Name: Jose L. Ferre	Print Name: Amy Munday
Title: Managing Member	Title: Contracting Officer
Date: 2/8/2024	Date: 2.12.24
E-mail: contractadmin@flotechllc.com	
Secondary E-mail: estimating@flotechllc.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/9/2023	Contract Number: 23-510C Title: Storm Drain System Cleaning Effective Date: 03/24/2023
Contracting Officer: Amy Munday E-mail: Amy.Munday@Lakecountyfl.gov Telephone Number: 352-343-9768	Contractor Name and Address: Name: Flotech Environmental, LLC. Address: 657 South Drive, Suite 401 City: Miami, FL 33166 ATTENTION: Jose L. Ferre, Managing Member
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification is to ADD pricing for 21' pipe cleaning, per attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____	Signature: _____
Print Name: Jose L. Ferre	Print Name: Amy Munday
Title: Managing Member	Title: Contracting Officer
Date: 08/16/2023	Date: 8-17-23
E-mail: estimating@flotechllc.com	
Secondary E-mail: joef@flotechllc.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

GROUP 1 - PIPE CLEANING		UNIT PRICE PER LINEAR FOOT		
DESCRIPTION	DIAMETER	LIGHT	MEDIUM	HEAVY
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	21"	$ 10.00	$ 20.00	$ 25.00
GROUP 2 - PLUG INSTALLATION & REMOVAL		**UNIT PRICE PER INSTALLATION**		
DESCRIPTION	**DIAMETER**	**Dally**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	21"	$ 0.01	-	-
GROUP 3 - DEWATERING		**UNIT PRICE PER PIPE**		
DESCRIPTION	**DIAMETER**	**Dally**		
Dewatering – Round or Equivalent Elliptical Diameter	21"	$ 25.00	-	-
GROUP 4 - VIDEO RECORDING		**UNIT PRICE PER LINEAR FOOT**		
DESCRIPTION	**DIAMETER**			
Video Recording – Round or Equivalent Elliptical Diameter	21"	$ 33.00	-	-
GROUP 5 - MECHANICAL ROOT TREATMENT		**UNIT PRICE PER LINEAR FOOT**		
DESCRIPTION	**DIAMETER**	**LIGHT**	**MEDIUM**	**HEAVY**
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	21"	$ 2.00	$ 2.00	$ 2.00
GROUP 6 - CHEMICAL ROOT CLEANING		**UNIT PRICE PER LINEAR FOOT**		
DESCRIPTION	**DIAMETER**	**LIGHT**	**MEDIUM**	**HEAVY**
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	21"	$ 3.00	$ 3.00	$ 3.00

23-510C

LAKE COUNTY, FL
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MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 7/13/2023	Contract Number: 23-510C Title: Storm Drain System Cleaning Effective Date: 03/24/2023
Contracting Officer: Amy Munday E-mail: Amy.Munday@Lakecountyfl.gov Telephone Number: 352-343-9768	Contractor Name and Address: Name: Flotech Environmental, LLC. Address: 657 South Drive, Suite 401 City: Miami, FL 33166 ATTENTION: Jose L. Ferre, Managing Member
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification is for additional Pipe sizes & pricing, See attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature:	Signature:
Print Name: Jose L. Ferre	Print Name: Amy Munday
Title: Managing Member	Title: Contracting Officer
Date: 08-11-2023	Date: 8.15.23
E-mail: estimating@flotechllc.com	
Secondary E-mail: yinet.quintana@flotechllc.com	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

GROUP 1 - PIPE CLEANING		UNIT PRICE PER LINEAR FOOT		
DESCRIPTION	DIAMETER	LIGHT	MEDIUM	HEAVY
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	0-6"	$ 35.00	$ 35.00	$ 35.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	7" - 11"	$ 10.00	$ 10.00	$ 15.00
GROUP 2 - PLUG INSTALLATION & REMOVAL		UNIT PRICE PER INSTALLATION		
DESCRIPTION	DIAMETER	Daily		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	0 - 6"	$ 0.01		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	7" - 11"	$ 0.01		
GROUP 3 - DEWATERING		UNIT PRICE PER PIPE		
DESCRIPTION	DIAMETER	Daily		
Dewatering – Round or Equivalent Elliptical Diameter	0 - 6"	$ 1.00		
Dewatering – Round or Equivalent Elliptical Diameter	7" - 11"	$ 1.00		
GROUP 4 - VIDEO RECORDING		UNIT PRICE PER LINEAR FOOT		
DESCRIPTION	DIAMETER			
Video Recording – Round or Equivalent Elliptical Diameter	0 - 6"	$ 35.00		
Video Recording – Round or Equivalent Elliptical Diameter	7" - 11"	$ 33.00		
GROUP 5 - MECHANICAL ROOT TREATMENT		UNIT PRICE PER LINEAR FOOT		
DESCRIPTION	DIAMETER	LIGHT	MEDIUM	HEAVY
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	0 - 6"	$ 2.00	$ 2.00	$ 2.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	7" - 11"	$ 2.00	$ 2.00	$ 2.00
GROUP 6 - CHEMICAL ROOT CLEANING		UNIT PRICE PER LINEAR FOOT		
DESCRIPTION	DIAMETER	LIGHT	MEDIUM	HEAVY
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	0 - 6"	$ 3.00	$ 3.00	$ 3.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	7" - 11"	$ 3.00	$ 3.00	$ 3.00

23-510C

LAKE COUNTY, FL

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CONTRACT NO. 23-510C

For

Storm Drain System Cleaning and Video Inspections

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Flotech Environmental, LLC** (hereinafter "Contractor") to supply **Storm Drain System Cleaning and Video Inspections** to the County pursuant to County Bid number 23-510 with any included addenda (hereinafter "Bid"), with an opening date of 2/2/2023, and Contractor's Bid response dated 2/1/2023, thereto with all County Bid provisions governing.

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

ATTACHMENTS:

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor)
Attachment 2 – Pricing Sheet
Addenda 1 & 2
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – Lake County General Terms & Conditions version 5.6.21 (lakecountyfl.gov)
Exbibit D – Public Works Road Operations Terms and Conditions
Exhibit H – Federally Required Clauses – Signed

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

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

This Contract is effective from 3/24/2023 through 3/23/2024, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

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

Approved as to form and legality:

MMarsh 4/17/2023

Melanie Marsh, County Attorney

LAKE COUNTY, FLORIDA

Jennifer Barker

Jennifer Barker, County Manager

Date: 4/18/23

CAO review: RB 4-17-23

The undersigned hereby declares that: Flotech Environmental, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **STORM DRAIN SYSTEM CLEANING AND VIDEO INSPECTIONS** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

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

The Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

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

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

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

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Hispanic Choose an item.
and enter OSD Certification Number FDOT MBE
and enter effective date 6/14/2021 to date 06/14/023

8.0 FEDERAL FUNDING REQUIREMENT:

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

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

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

8.2 REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: S6MMQ4BCHBW5

9.0 RECIPROCAL VENDOR PREFERENCE: n/a

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Flotech Environmental, LLC
Street Address: 657 South Drive, Suite 401
City: Miami, FL State and ZIP Code: 33166

Mailing Address (if different): Same as above
Telephone: 866-299-3323 ; 305-505-5565 Fax: N/A
Federal Identification Number / TIN: 45-4556187
DUNS Number: 047123115

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have 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. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Jose L. Ferre'

Date: 2/1/2023
Print Name: Jose L. Ferre
Title: Managing Member
Primary E-mail Address: estimating@flotechllc.com
Secondary E-mail Address: yinet.quintana@flotechllc.com

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

[The remainder of this page is intentionally blank]

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and

Alterations to locked cells may result in disqualification of submission.

The majority of work will be in short job increments of approximately thirty (30) feet, fifty (50) feet, or one hundred (100) feet in length. Some work

GROUP 1 - PIPE CLEANING		UNIT PRICE PER LINEAR FOOT		
DESCRIPTION	DIAMETER	LIGHT	MEDIUM	HEAVY
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	12"	$10.00	$10.00	$15.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	15"	$10.00	$10.00	$15.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	18"	$10.00	$15.00	$20.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	24"	$10.00	$20.00	$25.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	30"	$10.00	$25.00	$30.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	36"	$10.00	$30.00	$35.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	42"	$10.00	$35.00	$40.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	48"	$10.00	$40.00	$45.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	54"	$15.00	$45.00	$50.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	60"	$20.00	$50.00	$55.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	66"	$20.00	$55.00	$60.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	72"	$30.00	$55.00	$60.00
Total cost for all items under Group 1 as stated in Scope of Services		**$165.00**	**$390.00**	**$450.00**
GROUP 2 - PLUG INSTALLATION & REMOVAL	**DIAMETER**	**UNIT PRICE PER INSTALLATION**		
DESCRIPTION				
Plug Installation & Removal Round or Equivalent Elliptical Diameter	12"	$0.01		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	15"	$0.01		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	18"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	24"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	30"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	36"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	42"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	48"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	54"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	60"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	66"	**$0.01**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	72"	**$0.01**		
Total cost for all items under Group 2 as stated in Scope of Services		**$0.12**		
GROUP 3 - DEWATERING	**DIAMETER**	**UNIT PRICE PER PIPE**		
DESCRIPTION				

Dewatering – Round or Equivalent Elliptical Diameter	12"	**$1.00**
Dewatering – Round or Equivalent Elliptical Diameter	15"	**$1.00**
Dewatering – Round or Equivalent Elliptical Diameter	18"	**$1.00**
Dewatering – Round or Equivalent Elliptical Diameter	24"	**$25.00**
Dewatering – Round or Equivalent Elliptical Diameter	30"	**$30.00**
Dewatering – Round or Equivalent Elliptical Diameter	36"	**$30.00**
Dewatering – Round or Equivalent Elliptical Diameter	42"	**$30.00**
Dewatering – Round or Equivalent Elliptical Diameter	48"	**$35.00**
Dewatering – Round or Equivalent Elliptical Diameter	54"	**$40.00**
Dewatering – Round or Equivalent Elliptical Diameter	60"	**$45.00**
Dewatering – Round or Equivalent Elliptical Diameter	66"	**$45.00**
Dewatering – Round or Equivalent Elliptical Diameter	72"	**$50.00**
Total cost for all items under Group 3 as stated in Scope of Services		**$333.00**
GROUP 4 - VIDEO RECORDING	**DIAMETER**	**UNIT PRICE PER LINEAR FOOT**
DESCRIPTION		
Video Recording – Round or Equivalent Elliptical Diameter	12"	**$33.00**
Video Recording – Round or Equivalent Elliptical Diameter	15"	**$33.00**
Video Recording – Round or Equivalent Elliptical Diameter	18"	**$33.00**
Video Recording – Round or Equivalent Elliptical Diameter	24"	**$33.00**
Video Recording – Round or Equivalent Elliptical Diameter	30"	**$35.00**
Video Recording – Round or Equivalent Elliptical Diameter	36"	**$40.00**
Video Recording – Round or Equivalent Elliptical Diameter	42"	**$45.00**
Video Recording – Round or Equivalent Elliptical Diameter	48"	**$50.00**
Video Recording – Round or Equivalent Elliptical Diameter	54"	**$55.00**
Video Recording – Round or Equivalent Elliptical Diameter	60"	**$45.00**
Video Recording – Round or Equivalent Elliptical Diameter	66"	**$45.00**
Video Recording – Round or Equivalent Elliptical Diameter	72"	**$45.00**
Total cost for all items under Group 4 as stated in Scope of Services		**$492.00**

GROUP 5 - MECHANICAL ROOT TREATMENT		**UNIT PRICE PER LINEAR FOOT**		
DESCRIPTION	**DIAMETER**	**LIGHT**	**MEDIUM**	**HEAVY**
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	12"	$2.00	$2.00	$2.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	15"	$2.00	$2.00	$2.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	18"	$2.00	$2.00	$2.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	24"	$2.00	$2.00	$2.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	30"	$1.00	$1.00	$1.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	36"	$1.00	$1.00	$1.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	42"	$1.00	$1.00	$1.00

Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	48"	$0.01	$0.01	$0.01
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	54"	$0.01	$0.01	$0.01
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	60"	$0.01	$0.01	$0.01
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	66"	$0.01	$0.01	$0.01
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	72"	$0.01	$0.01	$0.01
Total cost for all items under Group 5 as stated in Scope of Services		**$11.05**	**$11.05**	**$11.05**
GROUP 6 - CHEMICAL ROOT CLEANING		**UNIT PRICE PER LINEAR FOOT**		
DESCRIPTION	**DIAMETER**	**LIGHT**	**MEDIUM**	**HEAVY**
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	12"	$3.00	$3.00	$3.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	15"	$3.00	$3.00	$3.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	18"	$3.00	$3.00	$3.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	24"	$3.00	$3.00	$3.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	30"	$1.00	$1.00	$1.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	36"	$1.00	$1.00	$1.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	42"	$1.00	$1.00	$1.00
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	48"	$0.01	$0.01	$0.01
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	54"	$0.01	$0.01	$0.01
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	60"	$0.01	$0.01	$0.01
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	66"	$0.01	$0.01	$0.01
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	72"	$0.01	$0.01	$0.01
Total cost for all items under Group 6 as stated in Scope of Services		**$15.05**	**$15.05**	**$15.05**
Total price of Groups 1, 5, and 6		**$191.10**	**$416.10**	**$476.10**
Total price of Groups 2, 3, and 4				**$825.12**

	UNIT PRICE PER CUBIC YARDS
GROUP 7 - CLEANING BOX CULVERTS	
Unit # 1	$350.00
Unit # 2	$350.00
Unit # 3	$350.00
Unit # 4	350
Unit # 5	$350.00
Unit # 6	$350.00
Unit # 7	$350.00
Unit # 8	$350.00
Unit # 9	$350.00
Unit # 10	$350.00
Unit # 11	$350.00
Unit # 12	$350.00

Unit # 13	$350.00
Unit # 14	$350.00
Unit # 15	$350.00
Unit # 16	$350.00
Unit # 17	$350.00
Unit # 18	$350.00
Unit # 19	$350.00
Total cost for all items under Group 7 as stated in Scope of Services	**$6,300.00**
GROUP 8 - CLEANING OF WATER QUALITY UNITS	**UNIT PRICE PER UNIT**
Unit # 1	$990.00
Unit # 2	$990.00
Unit # 3	$990.00
Unit # 4	$990.00
Unit # 5	$990.00
Unit # 6	$990.00
Unit # 7	$990.00
Unit # 8	$990.00
Unit # 9	$990.00
Unit # 10	$990.00
Unit # 11	$990.00
Unit # 12	$990.00
Unit # 13	$990.00
Unit # 14	$990.00
Unit # 15	$990.00
Unit # 16	$990.00
Unit # 17	$990.00
Unit # 18	$990.00
Unit # 19	$990.00
Unit # 20	$990.00
Unit # 21	$990.00
Unit # 22	$990.00
Unit # 23	$990.00
Unit # 24	$990.00
Unit # 25	$990.00
Unit # 26	$990.00
Unit # 27	$990.00
Unit # 28	$990.00

Unit # 29	$990.00
Unit # 30	$990.00
Unit # 31	$990.00
Total cost for all items under Group 8 as stated in Scope of Services	**$30,690.00**
	LUMP SUM / PER EVENT
Group 9 - EMERGENCY ON-CALL SERVICE (Lump sum per occurance)	**$2,000.00**
Total price of Groups 7 through 9	**$38,990.00**
Total price for all Groups (1 through 9)	**$40,898.42**

ADDENDUM NO. 1 **23-510**

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

SOLICTATION: Pipe Cleaning Services 1/17/2023

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. Group 2/Plug Installation Removal AND Group 3/Dewatering on Pricing Sheet has categories for "light, medium, and heavy." Could these categories possibly be revised to "daily, weekly, and monthly", or something similar, to avoid confusion?

R1. See Attachment 2 Pricing Sheet – REVISED to include "Daily" pricing for Group 2 – Plug Installation and Removal and, Group 3 – Dewatering.

Q2. Can the County provide dimensions for Contech provided Water Quality Units?

R.2 Access to the following SharePoint link will provide the information requested: https://lcbcc.sharepoint.com/:f:/s/Procurement/EgtRxG2WArBJjI1Ofu-Ga1sBs8UCmqt4B1vflVZLOUNrZA?e=a0dQIJ

Q3. Will the County consider removing "Root Cleaning Chemical" line items as this is an extremely specialized service the County is requesting.

R3. **This will not be removed from the bid.**

Q4. If the County will not consider the above request, will the County consider awarding the project to multiple bidders?

R4. **The intent is to award to a pool of vendor for this contract.**

Q5. Can the County make available pricing bid tabs for previous contracts?

R5. **See attached "Pipe Cleaning Bid Tab."**

Q6. Page 2 of 3.3.2 "The County will provide a detailed Project Order Form for each project." Can the County supply the bidders with sample work orders showing a sizeable work order and a small one?

R6. **See attached: "Smaller – Typical Project Order Form" and "Larger Project Order Form."**

Q7. For herbicide root treatment pricing, can the County provide approved products?

R7. **The County will not supply a list of approved products but, will approve or deny products**

suggested by the Contractor when this type of work is requested.

Q8. How is water supplied and what are the cost to the Contractor?

R8. **Lake County does not have a water supply. Contractor shall be required to contact the applicable municipality to obtain water.**

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: Flotech Environmental, 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: Jose L. Ferre'

Date: 2/1/2023
Print Name: Jose L. Ferre
Title: Managing Member
Primary E-mail Address: estimating@flotechllc.com
Secondary E-mail Address: yinet.quintana@flotechllc.com

ADDENDUM NO. 2 **23-510**

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

SOLICTATION: Pipe Cleaning Services 1/30/2023

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. Confirm that bid bond or consent of surety are not required for this bid.

R1. Bid bond and consent of surety not required for this solicitation.

ADDITIONAL INFORMATION

NOTE: This addendum was completed to answer a question submitted before the cutoff date for questions on January 26, 2023. The time for questions has now passed and no further questions may be submitted.

ACKNOWLEDGEMENT

Firm Name: Flotech Environmental, 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: Jose L. Ferre'

Date: 2/1/2023
Print Name: Jose L. Ferre
Title: Managing Member
Primary E-mail Address: estimating@flotechllc.com
Secondary E-mail Address: yinet.quintana@flotechllc.com

1. SCOPE OF SERVICES

The Contractor shall have the experience, ability, equipment, and tools to perform the cleaning, flushing, and video recording of storm water drainpipes, box culverts, and water quality units in conjunction with the County's needs. As part of this work, the Contractor may be required to temporarily plug and dewater individual storm drain segments. Details for each project will be presented to the Contractor on a Project Order Form issued by the County.

This work shall take place in a variety of pipe sizes from twelve (12) inches up to seventy-two (72) inches, inlet boxes, box culverts, and water quality units. **It should be anticipated that the majority of the work will be in short job increments of approximately thirty (30) feet, fifty (50) feet, or one hundred (100) feet in length, although there will be pipes with substantially greater lengths.**

All activities shall be performed in accordance with the requirements of Federal, State and Local environmental standards and laws. Erosion and water pollution control shall be accomplished, meeting the requirements of the most current version of the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction," Section 104.

This is an indefinite quantity contract with no guarantee of the volume of work to be performed. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Request for Proposals.

2. CONTRACTOR'S RESPONSIBILITIES.

Contractor Shall:

2.1. Provide services to the County on an As-Needed Basis.

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

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

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

2.5. Be responsible to properly dispose of all debris removed as a result of the cleaning. The Contractor shall ensure that the disposal complies with all Federal, State and Local laws and regulations and provide documentation of the disposal from an approved facility. (F.S. 403.7071, F.S. 403.7071) Receipts indicating that the Contractor has properly disposed of the debris within the guidelines of all appropriate laws shall be supplied to the County with each invoice.

4.2. PLUGGING AND DEWATERING

4.2.1. The manner in which the dewatering shall be accomplished shall be approved by the County Project Manager before the work shall commence. The costs will be based on the size and length of the pipe calculated at the unit price as shown on the bid sheet.

4.2.2. When plug installation is required to complete the work the costs shall be based on the size of the pipe and shall be invoiced at the unit price submitted in the pricing section of this solicitation. The submitted price shall include both the installation and removal of the plug.

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

4.2.4. When pumping and bypassing is required, the Contractor shall supply the pumps, conduits, and any other equipment necessary to divert the flow of storm water around the section in which the work is to be performed. The bypass system shall be of sufficient capacity to handle the existing flow plus any additional flow that may occur during a rainstorm. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a twenty-four (24) hour basis, pumps shall be equipped in a manner to keep noise to a minimum.

4.3. WATER JET CLEANING

4.3.1. Cleaning of the pipe, inlet box, box culvert, or water quality unit, shall be completed with the use of high-velocity jet (hydro-cleaning) equipment. The equipment shall have a minimum capacity of fifty (50) gallons per minute and a working pressure of two thousand (2,000) pounds per square inch. The nozzles shall be capable of producing a scouring action from fifteen degrees (15°) to forty-five degrees (45°) in all size lines designated to be cleaned. All high-velocity cleaning equipment shall be constructed for ease and safety of operation. There shall also be available a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.

4.4. ROOT TREATMENTS

4.4.1. Roots shall be removed from the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to assure complete removal of roots from the joints. Any roots which could prevent the proper application of chemical sealants shall be removed. Procedures may include the use of mechanical equipment such as, but not limited to, rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. If it is found that the process of removing the roots from the pipes is causing damage to the pipe, the operation shall be stopped, and the County Project Manager shall be consulted before further work commences.

and no additional viewing will be required. The Contractor shall invoice the County at the per linear foot unit rate for the footage that was actually completed.

4.6. WATER QUALITY UNITS

4.6.1. It shall be the responsibility of the Contractor to ensure that all units are properly cleaned as per the manufacturer's specifications. The County anticipates cleaning each unit one (1) time per year. The quantity of services may increase or decrease depending on the amount of debris that has accumulated within the unit. It is the responsibility of the Contractor to ensure that the debris, including oils or other chemicals, removed from the unit is properly disposed of as required per this solicitation.

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

4.7. BOX CULVERTS

4.7.1. It shall be the responsibility of the Contractor to ensure that all structures are properly cleaned at the discretion of the County. The County anticipates cleaning each structure biannually or once every two years. The quantity of services may increase or decrease depending on the amount of debris that has accumulated within the structure. It is the responsibility of the Contractor to ensure that the debris removed from the culvert is property disposed of as required per this solicitation.

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

4.8. DOCUMENTS AND REPORTS

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

- The culvert size, length of the segment, sump depth within the inlet box, storm drainpipe inverts at each end, and type of storm drain.
- An outline including the type and severity of each observed defect.
- Field report copies to further assist the County in understanding and using the results of the viewed project.
- An aerial map depicting the location of the storm drainpipe or inlet box, box culvert, or water quality unit shown. Any deficiency detected from the video or observed during the cleaning process shall be indicated on the map with the footage of where the deficiency occurs.
- Video, if requested, of the pipe.

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

5. BASIS OF PAYMENT

5.1. Payment shall be made at the prices submitted in this solicitation. Pricing submitted shall include all: labor, equipment, materials, fuel, maintenance of traffic, mobilization, debris removal and disposal, and all incidentals necessary to complete all work as specified. The Contractor shall be compensated at the unit price, as specified in the Contractor's bid proposal, multiplied by the actual units completed and accepted by the County, less any damages assessed.

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

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

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

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

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

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

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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

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

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

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

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

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

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

COLLUSION

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

PROHIBITION AGAINST CONTINGENT FEES

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

CONTRACTING WITH COUNTY EMPLOYEES

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

INCURRED EXPENSES

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

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

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

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

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

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

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

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

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

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

STATE REGISTRATION REQUIREMENTS

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

PRIME CONTRACTOR

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

SUBCONTRACTING

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

DISADVANTAGED BUSINESSES

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

GENERAL CONTRACT CONDITIONS

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

GOVERNING LAW

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

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

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

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

CONTRACT EXTENSION

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

MODIFICATION OF CONTRACT

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

ASSIGNMENT

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

NON-EXCLUSIVITY

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

OTHER AGENCIES

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

CONTINUATION OF WORK

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

WARRANTY

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

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

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

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

COUNTY IS TAX-EXEMPT

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

SHIPPING TERMS, F.O.B. DESTINATION

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

ACCEPTANCE OF GOODS OR SERVICES

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

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

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

ESTIMATED QUANTITIES

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

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

PURCHASE OF OTHER ITEMS

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

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

SAFETY

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

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

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

MATERIAL SAFETY DATA SHEET (MSDS)

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

TOBACCO PRODUCTS

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

CLEAN-UP

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

PROTECTION OF PROPERTY

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

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

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

TRUTH IN NEGOTIATION CERTIFICATE

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

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

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

RESPONSIBILITY AS EMPLOYER

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

MINIMUM WAGES

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

PRICE REDETERMINATIONS

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

INDEMNIFICATION

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

TERMINATION FOR CONVENIENCE

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

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

TERMINATION FOR DEFAULT

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

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

FRAUD AND MISREPRESENTATION

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

RIGHT TO AUDIT

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

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

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

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

PROPRIETARY/CONFIDENTIAL INFORMATION

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

PUBLIC RECORDS LAW

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

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

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

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

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

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

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

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

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

COPYRIGHTS

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

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

SOVEREIGN IMMUNITY

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

COMPLIANCE WITH FEDERAL STANDARDS

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

E-VERIFY

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

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

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

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

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

FORCE MAJEURE

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

NO CLAIM FOR DAMAGES

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

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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

For purchases of $1 million or more:

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

ANTI-TRAFFICKING RELATED ACTIVITIES

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

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

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

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

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

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

F. Charging employees or potential employees recruitment fees;

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

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

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

NOTICES

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

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EXHIBIT D

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

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

as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

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

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

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

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

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

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

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

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

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

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

6. PROJECT MANAGER

$10,000 or more but less than $20,000.....	$91
$20,000 or more but less than $30,000.....	$121
$30,000 or more but less than $40,000.....	$166
$40,000 or more but less than $50,000.....	$228
Over $50,000 but less than $250,000.....	$313

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

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

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

8. HOURS OF OPERATION

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

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

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

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County

expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

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

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

11. LANDS FOR WORK AND ACCESS THERETO

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

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

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

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

12. MAINTENANCE OF TRAFFIC (MOT)

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

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM

contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

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

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

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

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

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

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

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

each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

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

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

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

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

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

20. FINAL ACCEPTANCE

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

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Jose L. Ferre, Managing Member
Name and Title of Contractor's Authorized Official

03-07-2023
Date

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FERRE, JOSE L

FLOTECH ENVIRONMENTAL, LLC
657 SOUTH DRIVE
SUITE 401
MIAMI SPRINGS FL 33166

LICENSE NUMBER: CGC061052

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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

DATE: 03/18/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42823
Jordan Salinger, Public Works Operations Director
BY: Melanie Pompos, Procurement Agent II
SUBJECT: Pavement Preservation and Recycling Treatments

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 26-604 with Asphalt Paving Systems, Inc. (Zephyrhills, FL) for as-needed pavement preservation services.
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $500,000 (expenditure) and will not exceed available funding in any approved Fiscal Year's Budget.

BACKGROUND SUMMARY: On October 1, 2025, Polk County, Florida, awarded Bid 25-342 (based on an Invitation to Bid) to Asphalt Paving Systems, Inc. for pavement preservation and recycling treatments as a service to Polk County. The Office of Procurement Services, in coordination with the Public Works Department, Road Operations Division, has identified the contract's scope of work includes comprehensive pavement preservation services, with elements of repair methods both currently sought by Lake County.

Contract 26-604 has been drafted to adopt Polk County Contract #25-342 for the terms outlined in Contract 26-604. Adoption of the Polk County Contract allows for the replacement of expired Contract 23-538.

Fiscal Impact: $500,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Sales Tax Resurfacing	3050	5056550	860679		$126,700
MSTU - Roads	1232	5053300	860679		$62,800
General Fund	0010	5053500	860679		$310,500

Advertised Date: Paper:

Attachments:

1.	26-604 Adoption and Amendment- Executed by APS Only

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 03/18/2026
Ron Falanga	Approved - 03/18/2026
Jeffrey Earhart	Approved - 03/19/2026
David Hill	Approved - 03/30/2026
Kerri Andrews	Approved - 03/30/2026
Grace Burgos	Approved - 04/03/2026
Roberto Bonilla	Approved - 04/03/2026
Rachel Bartolowits	Approved - 04/03/2026
Kandace Pourbaix	Approved - 04/03/2026
Miranda Lanoue	Approved - 04/07/2026
Jaime Stewart	Approved - 04/07/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

AGREEMENT FOR ADOPTION AND AMENDMENT OF POLK COUNTY, FLORIDA CONTRACT – PAVEMENT PRESERVATION AND RECYCLING TREATMENTS (CONTRACT #26-604)

This Agreement is for the adoption and amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, of the contract to purchase Pavement Preservation and Recycling Treatments as a Service pursuant to the terms and conditions of the Polk County, Florida, Contract; Polk County Bid #25-342; dated October 1, 2025, as amended (the "Polk County Contract") between Asphalt Paving Systems, Inc., a foreign profit corporation authorized to do business in the State of Florida (CONTRACTOR) and Polk County, Florida, a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, effective on or about October 1, 2025, after complying with a competitive procurement process, Polk County, Florida, entered into the Polk County Contract incorporated herein as **Exhibit A**, including any subsequent amendments/renewals; and

WHEREAS, in submitting their bid to Polk County, CONTRACTOR, in certifying their bid, opted to allow their bid to be used by any other Governmental Agency; and

WHEREAS, the COUNTY is a Governmental Agency who desires to use the Polk County Contract entered into between CONTRACTOR and Polk County based on the bid submitted; and

WHEREAS, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the Polk County Contract to provide Pavement Preservation & Recycling Treatments as a Service on an ongoing basis to the COUNTY; and

WHEREAS, the COUNTY and the CONTRACTOR want to enter into this contract to adopt and amend the Polk County Contract to specify its application to the COUNTY and to comply with the COUNTY'S procedures; and

WHEREAS, executing this contract is in the best interests of the COUNTY and the residents of Lake County.

THEREFORE, the parties agree as follows:

Section 1. Legal Findings

1.1. 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.

Section 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to provide ongoing, as-needed pavement preservation services for Lake County. Services shall be provided on the basis of project quotes and work orders for locations within Lake County, as set forth in Special Conditions, Paragraph 5, of the Polk County Contract.

Section 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide the products and services as specified in the Polk County Contract, attached, the terms of which are incorporated and made a part of this contract.

3.2 Services provided by CONTRACTOR under this Agreement will be provided to COUNTY on an as-needed basis. Upon acceptance of CONTRACTOR'S quote for a particular project, COUNTY will issue a Purchase Order authorizing Project-specific work to be completed by CONTRACTOR subject to the terms of this Agreement.

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

Section 4. Payment

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

4.2 Invoicing. CONTRACTOR shall submit an original invoice to COUNTY after work has been completed via email or as otherwise directed by the COUNTY'S Project Manager, after each service has been completed. Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by the PDF documentation including but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY'S discretion. COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.3 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

4.4 Payment/Performance Bond Requirements. If any work order is for $200,000 or more, pursuant to Florida Statutes, Section 255.05, CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount of ***100%*** of the quoted price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as **Exhibit B**. In the event the CONTRACTOR defaults on the construction, the COUNTY shall utilize the payment and performance bond or letter of credit to complete the work.

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

Section 5. County Responsibilities

5.1 The COUNTY shall 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 as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

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

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract 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. The COUNTY's Public Works Additional Terms and Conditions, attached hereto and incorporated herein as **Exhibit C** shall apply to the services rendered in accordance with this Agreement.

Section 6. Insurance Requirements

6.1 Insurance.

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

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

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

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

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

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

C. CONTRACTOR must provide a minimum of thirty (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.

Section 7. Miscellaneous Provisions

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

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

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

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

7.2 This Agreement shall be governed by the laws of the State of Florida. All legal action arising out of this agreement will have its venue in Lake County and this agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **THE CONTRACTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING FROM THE AGREEMENT.**

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

7.4 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.

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

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

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

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

7.9 The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

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

7.11 The CONTRACTOR will be the prime contractor 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 and security concerns. No change in subcontractors may be made without consent of the COUNTY. The CONTRACTOR will be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. 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.

7.12 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law.

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

Section 8. Application to Lake County.

8.1 All terms applicable to "Polk County" in the Polk County Contract shall apply to the COUNTY and all references to "Polk County" in the Polk County Contract will be construed as to referring to the COUNTY under this agreement.

8.2 The CONTRACTOR shall provide any notices to the COUNTY as required under this agreement to the following locations:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

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

Section 9. Effect of Amendment.

9.1 All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this contract conflicts with the Polk County Contract, this contract will govern.

Section 10. Scope of Contract for Adoption & Amendment.

10.1 This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or agreements to the contrary previously made.

10.2 Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

10.3 This agreement includes the following terms and attachments, all of which are incorporated herein:

Exhibit A	Polk County, Florida, Contract; Polk County Bid #25-342
Exhibit B	Lake County Performance and Payment Bond Instructions and Forms
Exhibit C	Lake County Public Works Additional Terms and Conditions

IN WITNESS WHEREOF, the parties have signed this contract through their duly authorized representatives on the date under each signature.

CONTRACTOR

ASPHALT PAVING SYSTEMS, INC.

By: _____
Robert Capoferri, President

This 17th day of MARCH, 2026.

COUNTY

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

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer AS05
Bartow, Florida 33831-9005

PHONE: 863-534-6757
FAX: 863-534-6789
www.polk-county.net

POLK COUNTY

PROCUREMENT DIVISION

October 1, 2025

VIA EMAIL ONLY: ***PONDEROSAMARK@HOTMAIL.COM***

Mark Rohrbach
Asphalt Paving Systems, Inc.
8940 Gall Blvd
Zephyrhills, FL 33541

Subject: Bid #25-342, Pavement Preservation and Recycling Treatments – Notice to Proceed

Dear Mr. Rohrbach:

You are now authorized to begin work, effective October 1, 2025, through July 30, 2026. This contract will automatically renew for two (2), one (1) year terms unless terminated. Please contact Klayton Fees, Roads and Drainage Division, at (863) 535-2281 for further instructions.

If your insurance expires during the contract period, a renewal certificate must be submitted. If your insurance for this contract lapses while the work is in progress stop work immediately. Further work on the project is prohibited until an insurance certificate is submitted and written authorization is received from the County.

Sincerely,

Ken Brush

Ken Brush
Procurement Contracts Manager

/kb

Jay Jarvis, Roads and Drainage Division
Doug Gable, Roads and Drainage Division
Klayton Fees, Roads and Drainage Division
Brenda Dorris, Finance and Accounting

Bid file #25-342

COMMISSIONERS: George Lindsey III, Chair • Rick Wilson • Bill Braswell, Vice Chair • Martha Santiago • Neil Combee

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing necessary labor, materials, equipment, supervision, and support for the construction of asphalt pavement preservation and/or reconstruction processes, and asphalt pavement improvements as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: Bid 25-342, Pavement Preservation and Recycling Treatments

Description: Provide the necessary labor, materials, equipment, supervision, and support for the construction of asphalt pavement preservation and/or reconstruction processes, and asphalt pavement improvements.

Receiving Period: Wednesday, July 16, 2025, prior to 2:00 p.m.

Bid Opening: Wednesday, July 16, 2025, 2:00 p.m.

Special Instructions: To receive a copy of the specifications and bid sheets please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**Bid 25-342, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m., Thursday, July 3, 2025.

Bid Registration

You must register using this form to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: Bid 25-342

Bid Title: Pavement Preservation and Recycling Treatments

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

BID SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	25-342
Bid Title	Pavement Preservation and Recycling Treatments
Due Date/Time:	July 16, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County’s secure electronic submittal website, Kiteworks. Bidders must email kenbrush@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents “Bid 25-342 – Title of Document”

For Excel Bid Sheets “Bid 25-342 – Bid Sheet”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

Statement of No Bid

Bid # 25-342, Pavement Preservation and Recycling Treatments

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

☐ Insufficient time to respond.

☐ Do not offer this product.

☐ Specifications unclear.

☐ Specifications too restrictive

☐ Unable to meet specifications.

☐ Unable to meet bond/insurance requirements.

☐ Schedule would not permit us to perform.

☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

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Bidder Instructions and General Information

Bidder Instructions:

To ensure acceptance of the bid, follow these instructions:

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid**: Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid**: Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening**: It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

   Note: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County’s website at https://www.polk-county.net/business/procurement/. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

   Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County’s intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than12 months after the notice of rejection of all bids.
4. **County as Gatekeeper of Documents**: This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **Taxes**: Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts**: Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid

evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **Mistakes**: Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment**: The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest**: All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **Warranty**: Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum**: Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability**: The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **Patents and Royalties**: The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **Cone of Silence**: Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.

15. **Bid Protest**: Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

    A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at https://www.polk-county.net/business/procurement/protest-procedures/.

    "Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim."

16. **Indemnification**: Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

17. **Public Entity Crimes**: The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of

this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

18. **Preference for Drug Free Workplace**: Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids**: All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment**: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards**: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
22. **Packaging**: All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications**: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications**: The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions**: In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an alteration. The

County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.

26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
    a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
    b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.
27. **Inspection, Acceptance and Title**: Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
28. **Samples**: Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics**: If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. **Definitions**:
    - The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
    - The term "Contract" means this bid document, any and all Addenda issued, and the Contractors bid submittal.

- The term “Vendor”, “Contractor” means the successful bidder(s) who executes a contract with the County.

2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
   - Vendor’s evaluation – quality of performance on previous projects.
   - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
   - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
   - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
   - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
   - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
   - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
   - The ability of the bidder to provide future maintenance and service, as required or needed.
   - The number and scope of conditions attached to the bid.
3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
4. **Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor’s social, political, or ideological interests.
5. **Local Preference**: It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

   When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

6. **Vendor Preference**: It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned entities in the award of bids. Preference shall be administered in accordance with the following:

   When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

   When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price

offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term “Women or Minority Owned Entity” means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

7. **Non-Conformance to Bid Conditions**: Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
8. **Assignment**: Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
9. **Disputes**: In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
10. **Facilities**: The County reserves the right to inspect the bidder’s facilities at any time, with prior notice.
11. **Placing of Orders**: The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
12. **Precedence**: Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

13. **Additions/Revisions/Deletions**: Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
14. **Termination/Suspension**: The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
    a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
    b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
    c. Upon receipt of any termination notice as described above, the Contractor shall:
        - Immediately discontinue all work unless the County's notice directs otherwise, and
        - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
    d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.
15. **Cancellation**: All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

16. **Price Adjustments**: Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
17. **Manufacturer's Names and Approved Equivalents**: Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:

    (i) materials used;

    (ii) manufacturing process; and

    (iii) construction.

    Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.

17. **Plans and Specifications**: The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Performance and Payment Bond**: If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
19. **Annual Appropriations**: The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written,

made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

20. **Price Increase:** The Procurement Director reserves the right to increase/decrease price after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.

21. **Uncontrollable Forces (Force Majeure)**: Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

    In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

22. **Unauthorized Alien(s)**: The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a

violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form “Affidavit Certification Immigration Laws.”

23. **Employment Eligibility Verification (E-Verify)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

24. **Attorney’s Fees and Costs**: Each party shall be responsible for its own legal and attorney’s fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney’s fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

25. **Public Records Law**.

(a)The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b)Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, 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;

(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 term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor 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.

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

26. **Scrutinized Companies and Business Operations Certification; Termination**.

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have 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 has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

27. **No Construction Against Drafter**: The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Signature Acknowledgement
(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

(Area Code) Telephone Number: _____

Toll Free Number: _____

Email Address: _____

Authorized Signature: _____

Name: _____

Title: _____

This bid may be used by any other Government Agency. [__] YES [__] NO [__] N/A

Bidders Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

□ Sole Proprietorship
□ Partnership
□ Non-Profit
□ Sub Chapter
□ Joint Venture
□ Corporation
□ LLC
□ LLP
□ Publicly Traded
□ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

Non-Collusion Affidavit of Prime Bidder
(Submittal Page)

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He - She is _____ of _____, the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated “A” or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers’ Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers’ compensation law must provide either a workers’ compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers’ compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days’ prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: _____

Bidder Signature: _____

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

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

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor’s superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20_____

Name of Firm _____

By _____

Title of Person Signing: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 20__, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Employment Eligibility Verification (E-Verify) Certification

(Florida Statutes, Section 448.095)

PROJECT NAME:

_____

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2024.

ATTEST:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

Special Conditions

1. Award will be made based on lowest responsive bid per section. Bidders are not required to bid on all sections but should bid on all items contained within a section in order to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. The period of performance for this bid is from the date of award through July 30, 2026 (“termination Date”). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #14 and #15. Bids may be extended by the Procurement Director at the end of any given term in order that the service or provision for goods be continued for a period of no greater than 120 (one hundred and twenty) days.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.
4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.
    - The bid unit price for bituminous material only, will be adjusted during the contract year to reflect increases or decreases in the asphalt price index (API) of bituminous material from the API in effect during the month in which bids are received as per FDOT Standard Specifications Section 9. Refer to the Bituminous Material definition outlined under Specifications Item 3 below.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. The Successful Bidder must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: https://www.polk-county.net/business/procurement/vendor-information/.
7. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.
8. The County may employ other vendors to perform the work or self-perform the work described. Bidder has not been employed as the exclusive vendor to perform any such services.
9. Bidders may attend the Bid Opening via conference call or in person. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

Qualifications

1. Bidder must have been in business under the same FEIN number for the past five (5) years. Evidence should be submitted with the bid submittal.
2. Bidder shall submit their FDOT or other State DOT certification to perform placement and maintenance of traffic devices. If the bidder provides other State DOT certification with their bid, the Bidder shall be certified by FDOT to perform this before award of bid.
3. The Bidder shall have a minimum of five (5) years of experience in Maintenance of Traffic in accordance with the specifications and applicable FDOT standards or other State DOT.
4. Bidder should submit with their bid a letter of bondability from their bonding company agent stating their current single job limit and the aggregate limit. The bonding company shall be authorized to do business in the State of Florida and as named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and AM. Best rated A VIII or better.
5. Bidder must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
6. Bidder should submit detailed information regarding the staff that they propose for this project.
7. Bidder should submit a list of three (3) projects per section bid, successfully completed within the last five (5) years as the prime, in which the Contractor’s portion of the work exceeded $50,000, with the exception of the Fog Seal, Rejuvenator, and Crack Seal bids, where the contractor’s portion of work shall have exceeded $30,000. The projects should have been for a federal, state, or local government agency. The three projects should be provided for each of the following treatments:
    a. Chip seal
    b. Micro-surfacing
    c. Crack sealing/filing
    d. Fog seal
    e. Asphalt rejuvenation
    f. Scrub seal
    g. Full depth reclamation
    h. Cold in place recycling
    i. Cape seal

    For each project identified, please include the following information:
        i. Project Name
        ii. Governmental Agency Name

iii. Contact Person
iv. Email Address
v. Telephone Number
vi. Project Date
vii. Number of Square Yards Treated
viii. Dollar Amount of the Contract

8. Provide a primary and secondary Vendor point of contact for this solicitation to include:
    a. Contact Name
    b. Phone Number
    c. Email Address

The Contact persons provided will be the primary and secondary contact for the County to call/communicate with any requests for service or levels of service provided during the term of the solicitation. If at any time this information changes it will be the vendors sole responsibility to update Roads and Drainage Division staff as soon as possible.

All documentation and information requested in the Qualifications section should be included with the vendor's submittal or must be provided within three (3) business days upon request and prior to award.

Scope of Work

The scope of work to be done under this project consists of furnishing all labor, materials, equipment, supervision, and support for the construction of asphalt pavement preservation and/or reconstruction processes, and asphalt pavement improvements. Additional work incidental to asphalt concrete work may include, but may not be limited to, roadway edge preparation, reworking shoulders, adjusting manholes and valve covers to grade, removal and/or restoration of traffic striping, markings and RPM's, sodding, implementation of an adequate Storm Water Pollution Prevention Plan and Implementation, and Traffic Control and Safety.

Specifications

1. Except as amended in the Bid document or otherwise directed by the Roads and Drainage Division, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (https://www.fdot.gov/programmanagement/specs.shtm); the Florida Department of Transportation Roadway and Traffic Design Standards (https://www.fdot.gov/design/standardplans/current/default.shtm); and the Manual of Uniform Traffic Control Devices, all current editions (https://mutcd.fhwa.dot.gov).
2. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the Contractor(s) and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor(s) shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area, if any work is performed without prior written permission from the County Project Manager.
3. **DEFINITIONS:** The definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:
    - The Department or FDOT: Reference is to the County as the owner of the project.
    - Inspector: The person designated as an agent or representative of the County to perform construction inspection.
    - The Engineer: This term has the same meaning as "Polk County Project Manager" as defined in this bid document.

- State Road: Any public roadway.
- The Department's Acceptance Tests: Tests adopted by the County.
- The District and/or Central Labs: The Contractor's testing subcontractor, as authorized by the County.
- The County: Project Manager, Roads & Drainage Division Director and/or Deputy County Manager.
- The Inspector: The County appointed project inspector.
- Bituminous Material: A dense black viscous material that is produced from selected crude oils, dark black or brown in color, and used as a binding and waterproofing material. Examples include asphalt, lake asphalt, rock asphalt, binder (54%), mineral matter (36%), and organic matter (10%).

4. FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the bid due date, shall apply to this Bid except as modified by Special Provisions or Technical Specifications attached to this Bid document.

b. If any conflicts exist between the specifications prescribed in this Bid document, the more stringent requirement shall apply.

5. PROJECT QUOTES AND WORK ORDERS

a. This annual bid includes asphalt roadway project work orders at various locations throughout Polk County, according to the requirements of the Bid document. The project work order locations may be anywhere within Polk County.

b. The County will use as a reference the conceptual estimate per project as generated from the Pavement Analyst Software for the year's approved Work Plan. When Out of Scope work is determined to be needed by the Project Manager, the Contractor will be instructed to include an Out-of-Scope line item with their estimate for the project. The Contractor's final estimates will be returned to the County Project Manager including those out-of-scope costs previously identified by the Project Manager. Once the final estimate is approved by the County Project Manager, a purchase order will be issued by Procurement, and the County Project Manager will notify the Contractor they are authorized to proceed to schedule the work with Inspection by means of the Pavement Management Work Authorization Form (see Exhibit B). If the work order is for $200,000 or more, a new Public Construction Bond for the total amount of the PO must be delivered and approved by Procurement prior to the Project Manager issuing the Notice to Proceed. Please see Special Conditions, Item 8 for more information. The approved final estimate should be attached to the

purchase order. The Contractor may then coordinate with Inspection to schedule and commence work and proceed in accordance with the approved schedule, if applicable. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

c. The Contractor may not decline to perform projects assigned by the Roads & Drainage Division.

d. The approved quote amount on any individual work order **shall be the maximum compensation payable to the Contractor for that work order.** The work order price may only be changed for altered quantities authorized by the County. If the Contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

e. The Contractor(s) shall provide all services to properly complete the work described in the bid document, including but not limited to all labor, materials, tools, transportation, and supplies. The Contractor(s) is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. The Contractor(s) shall specifically identify the project superintendent and provide inspection with the person's contact information prior to beginning work. If the County determines that a job site is not being adequately supervised, a deficiency letter will be issued to the Contractor(s).

6. **PROJECT SCHEDULES:** The County will require that the Contractor submit time estimates for specific projects, at the County's request.

7. **Working Hours:** The regular working hours for Polk County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours should be requested in writing a minimum of 5 working days in advance from the Roads & Drainage County Project Management Section. Permission to work on County holidays should also be requested in writing a minimum of 5 working days in advance from the County Project Management Section. The County reserves the right to modify the regular work hours of a given project to account for particularities of the project, such as peak traffic considerations.

8. **OUT OF SCOPE WORK:** When preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the Contractor for the "out of scope" work. The "out of scope" proposal shall contain all necessary costs, expenses, and time. The "out of scope" services shall not be greater than fifteen percent (15%) of the "in-scope" services. Contractor shall not commence work on any "out of scope" services until approval is received from the County

Project Manager, a PO is issued, and an original Public Construction Bond has been delivered and approved by Procurement (if applicable).

9. **TESTING AND INSPECTIONS**

   a. The Contractor is responsible for all required testing on the project except when the Bid document, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the Contractor. For these inspections and testing, the Contractor shall give the County Project Management Section a minimum of 48 hours' notice to prepare for the required inspections or testing.

   b. For all required inspections, tests and approvals on any work prepared, performed, or assembled away from the site, the Contractor will furnish the County Project Management Section with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid document.

   c. Material or work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the Contractor's expense.

   d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.

10. **EMERGENCIES:** In the event of an emergency, the Contractor shall immediately notify the County Project Management Section.

11. **DEFICIENCY NOTICES:** Authorized County personnel may issue a Notice of Deficiency to note that the Contractor is performing work in violation of the Contract conditions. Liability of any damages arising from the items listed in the Notice of Deficiency will be the responsibility of the Contractor. Causes for a Notice of Deficiency may include, but are not limited to, creating unsafe conditions for the traveling public, construction workers and County personnel, inadequate maintenance of traffic, substandard workmanship and/or materials, failure to adhere to approved work hours.

    a. Upon receiving a Notice of Deficiency, the Contractor shall sign receipt of the notice, returning a signed copy to the Inspector and retaining one for their records. Signature of the Notice does not constitute admittance of the deficiency, only receipt of the Notice. Failure to do so may result in contract termination.

    b. Deficiencies noted for safety issues such as improper MOT or workers without proper safety equipment, must be immediately addressed.

    c. If the Contractor is in disagreement with the Notice, they may submit a written appeal to the Project Manager within 5 working days of receiving

the Notice. The Project Manager shall review the appeal and make a determination as to its validity. If the Project Manager determines no cause for the deficiency, the Notice will be nullified. Otherwise, a copy of the Notice will be provided to Procurement and become part of the Contractor's evaluation for that contract year.

12. **SUSPENSION OR STOPPING WORK BY THE CONTRACTOR:** The Contractor shall not stop work on any project work order without the consent of the County Project Manager.

13. **MOBILIZATION:**

a. **Project Staging Areas:** Upon being assigned a project, the Contractor shall identify potential staging areas. County ROW or properties are preferred. Should the Contractor identify a private property as a staging area, they should provide the County with written documentation evidencing the property owner's permission to use said property as a staging area, and any required conditions for said usage. Upon completion, the staging areas should be returned to their original condition unless specifically instructed by the County or private owner to do otherwise.

b. **Project Signs:** A minimum of five (5) working days prior to mobilizing to the project area, the Contractor shall install project signs advising of upcoming works. The signs shall be furnished by and property of the County. The Contractor shall be responsible for the maintenance of these signs so long as the Contract is valid. For subdivisions, a sign shall be placed at the main entrance. For collectors or arterials, a sign shall be placed at both ends of the road. The Contractor shall remove the signs once the project is completed and return them to either the County Inspector or Project Manager. Specific treatments may require resident notifications in addition to the project signs, as indicated under the treatment's technical specification.

14. **SITE AND SURFACE PREPARATION:**

a. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment, unless otherwise specified under the treatment's specifications. The Contractor shall:
    i. Use products as per FDOT Section 7-1.7 Insecticides, Herbicides and Fertilizers.
    ii. Ensure that the herbicide carries an approved label for use under paved surfaces, and that herbicide is applied in accordance with directions on the label.
    iii. Prevent damage to any adjacent vegetation during herbicide application.

iv. Replace, at no expense to the Department, any plants damaged as the result of soil treatment outside designated areas.

b. The Contractor will be responsible for sweeping or vacuuming the road ahead of any treatment, and immediately after in the case of milling operations, to make sure the road is free of loose aggregate and other debris prior to paving. The Contractor shall make every effort to keep the dust to a minimum and ensure that the broomed material is not spread onto adjacent shoulders, properties and sidewalks. Any debris inadvertently spread onto adjacent properties shall be promptly removed to the satisfaction of the Inspector or Engineer.
c. All manhole and valve covers, inlets and other service entrances, etc., shall be protected by adequate means for the treatment being done.
d. Additional site and surface preparation requirements may be specified in the treatment's technical specification.
e. There is no separate pay item for Site and Surface Preparation. The cost for this work is incidental to the bid items.

15. **MAINTENANCE OF TRAFFIC**

a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.
b. The Contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.
    i. When needed, temporary striping will be considered as part of Maintenance of Traffic.
c. Depending on the project complexity, the County may require the Contractor submit an MOT plan showing all phases of construction in advance for approval.
d. The Contractor shall have a designated Worksite Traffic Supervisor who shall be adequately certified per FDOT requirements, and responsible for initiating, installing and maintaining all temporary traffic control devices. When needed, the Contractor shall provide dedicated flaggers, adequately certified per FDOT requirements. The Contractor shall provide Inspection with the name and contact information of the Worksite Traffic Supervisor prior to beginning any project, and should be able to provide evidence of the MOT personnel certification upon request.
e. If the construction method being employed requires a lane closure longer than a day, it shall not be considered as a moving operation and the Contractor should submit a Lane Closure Request to the County for approval.
f. If the construction method being employed requires a road closure, the Contractor should submit Road Closure Request at least ten (10) working days prior to the anticipated start date of the closure. Both the Lane

Closure and Road Closure Fillable Forms can be found on the County's website or provided by the Project Manager upon request.

16. **EROSION CONTROL:** At the instruction of the Inspector or Engineer, the Contractor shall install the indicated temporary erosion control measures.

17. **SURVEY**

    a. The County Survey Section will provide any construction layout services necessary to construct a project under this contract.

    b. The County Survey Section will provide any "as-built" surveys necessary after construction is completed.

18. **UTILITY COORDINATION:** The Contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

19. **MATERIALS**

    a. The Contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County Project Management Section immediately upon delivery or as soon thereafter as is practical.

    b. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the Contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property. The Contractor shall be responsible for restoring any and all damages to storage areas. Restoration of damage to public rights-of-way, easements, or private properties outside of the work zone area shall be the Contractor's responsibility. Reimbursement for restoration of storage areas outside of the work zones shall be included in the Contractor's site specific Mobilization bid price.

20. **WORKSITE VISIBILITY:** No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

21. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the Contractor should notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The Contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty. If the Contractor desires to make a delay

claim, any such claim shall be submitted to the County Project Manager in writing within three working days of the occurrence of the event giving rise to the claim.

22. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall immediately contact the County. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

23. **SAFETY**

    a. The Contractor is responsible for providing for the safety of all Contractor's or subcontractor's personnel working in the Project Area.

    b. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or www.callsunshine.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provide notification according to the procedures of the F.S. Chapter 556.

    c. The Contractor is required to comply with OSHA Respirable Crystalline Silica Standard for Construction, 29 CFR 1926.1153.

24. **STRIPING AND PAVEMENT MARKINGS:** The Contractor shall adhere to the Polk County Striping Specifications included in Exhibit A unless otherwise noted by the County Project Manager. With the exception of the Asphalt Rejuvenation Treatment, for purposes of a project quote, the Contractor shall include the striping and pavement marking quantities assuming they will restripe to the existing configuration unless otherwise instructed. The Contractor will include these quantities for both thermoplastic and traffic paint as alternatives. Once a Notice to Proceed is given for any particular project, the Inspector or Engineer will indicate per project, if the striping and pavement markings shall be thermoplastic or traffic paint, and if any changes to the striping will be done. The invoice will reflect the actual quantities of striping and pavement markings installed. The Contractor shall provide documentation supporting the quantities installed or constructed per project as supporting documentation for invoicing. Temporary Striping shall be considered as part of the MOT.

25. **WORK AREA CLEAN-UP REQUIREMENTS**

    a. During the progress of the Work, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.

    b. Following completion of the Work, Contractor shall remove all waste material, rubbish, debris, tools, construction equipment, machinery, and surplus material from public rights-of-way, easements, and private

properties. The Contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

26. **WORK STOPPAGE:** From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Management Section shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional days to be added to the project completion time to accommodate the requested work stoppage.

27. The Resolution Authority for this bid shall be:
    a. Polk County Inspector/Lead Inspector
    b. Polk County Project Manager
    c. Polk County Project Management Engineering Manager
    d. Polk County Roads & Drainage Division Director

28. **INVOICES:** Prior to submitting an invoice, the Contractor shall coordinate with the Inspector, providing all daily tickets, logs and other supporting documentation substantiating actual quantities of pay items installed or constructed. Once the Inspector and Contractor are in agreement of the quantities, the Contractor shall submit the appropriate invoice. Invoices may be submitted by email to the Project Manager.

29. **WARRANTY:** The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance, unless otherwise indicated in the treatment's technical specification.

Technical Specifications

1. Bid Item No. 577-70 – REWORKING SHOULDERS

a. Description: Furnish all labor, material, and equipment necessary to perform all operations to rework existing shoulders as per FDOT Specification 577, Edition 2000.
b. Method of Measurement: Reworking shoulders will be measured by the square yard of reworked area.
c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

2. Bid Item No. PC-001 – Chip Seal

a. Description: Furnish all labor, material, and equipment necessary to perform all operations for single or double application of combined layers of polymer modified liquid asphalt emulsion and spread aggregate.

b. Method of Measurement: Chip seal, single, double, or triple application, will be measured by the square yard as provided for in the Contract Documents.

a. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

3. Bid Item No. PC-002 – Micro-Surfacing

a. Description: Furnish all labor, material, and equipment necessary to perform all operations for the placement of a polymer modified microsurface on a prepared existing paved road to the thickness specified by the County.

b. Method of Measurement: Microsurfacing will be measured by the square yard, with the exception of that used for rut filling. The later will be measured per ton, as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

4. Bid Item No. PC-003 – Crack Filling/Sealing

a. Description: Furnish all labor, material, and equipment necessary to perform all operations for the preparation and sealing of all surface cracks ¼” to 1” inch wide.

b. Method of Measurement: Crack Filling/Sealing shall be measured in gallons of crack seal applied to the road, as provided in the Contract Documents.

c. Basis of Payment: The unit price as shown on the Bid Sheet "Filling/Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, FDOT traffic control, mobilization and any other incidentals required to complete the work as specified.

5. Bid Item No. PC-004- Fog Seal

a. Description: Furnish all labor, material, and equipment necessary to perform all operations for the sprayed application of a bituminous fog seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Fog Seal will be measured by the square yard as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

6. Bid Item No. PC-005 – Bituminous Asphalt Rejuvenator

b. Description: Furnish all labor, material, and equipment necessary to perform all operations for the sprayed application of an asphalt rejuvenating agent to bituminous asphaltic concrete surface courses.

c. Method of Measurement: Asphalt Rejuvenator will be measured by the square yard as provided for in the Bid Documents.

d. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

7. Bid Item No. PC-006 – Scrub Seal

e. Description: Furnish all labor, material, and equipment necessary to perform all operations for the sprayed application of a scrub seal to bituminous asphaltic concrete surface courses.

f. Method of Measurement: Scrub Seal will be measured by the square yard as provided for in the Bid Documents.

g. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

8. Bid Item No. PC-007– Full Depth Reclamation with Portland Cement

a. Description: Furnish all labor, materials, and equipment necessary to perform all operations in the preparation of a stabilized base course done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives as called for under the technical specifications.

b. Method of Measurement: Full Depth Reclamation with Cement will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to FDR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

9. Bid Item No. PC-008– Full Depth Reclamation with Asphalt Emulsion and Cement

a. Description: Furnish all labor, materials, and equipment necessary to perform all operations in the preparation of a stabilized base course done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives as called for under the technical specifications.

b. Method of Measurement: Full Depth Reclamation with Asphalt Emulsion and Cement will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to FDR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

10. Bid Item No. PC-009 – Cold-In-Place Recycling

a. Description: Furnish all labor, materials, and equipment necessary to perform all operations for the in-place construction of Cold Recycled Bituminous Base Course or CIR, as set forth in the Contract Documents.

b. Method of Measurement: CIR will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to CIR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

11. Bid Item No. PC-010 – Cape Seal

d. Description: Furnish all labor, material, and equipment necessary to perform all operations for placement of combined layers of polymer modified liquid asphalt emulsion, spread aggregate and a polymer modified microsurface on a prepared existing paved or unpaved road to the thickness specified by the County.

e. Method of Measurement: Cape Seal application will be measured by the square yard as provided for in the Contract Documents.

Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor, and incidentals necessary to complete the work as specified.

PC-001CHIP SEAL SPECIFICATION

I. Description:

The work specified in this section consists of furnishing and applying a single, double or triple application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

II. Materials:

A. Aggregates:

Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the Contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All aggregate, #89, #78 and #67 shall be treated prior to application with Emulsified Asphalt Grade CSS-1H at the rate of .4% to .8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material prior to the oil and chip process. All of the stone shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that is approved by the County. The County shall approve the pre-coated aggregate before the seal coat process begins

All costs for the pre-coating and placement of aggregate shall be included in the cost of the items surface treatment CRS-2P and asphaltic pre-coated cover material, clean broken stone.

Payment shall not be made for the surface treatment/pre-coated cover material, clean broken stone unless a representative of the County is present to observe the pre-coating process.

B. Liquid bituminous material for surface treatment:

CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified apply the following modifications:

1. Distill the CRS-2P at 400ºF for 20 minutes
2. Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	**Minimum**	**Maximum**
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-

Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350ºF max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77ºF, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77ºF, 5 cm/min, %	50	-
Softening Point, ºF	125	-
Solubility in Trichloroethylene, %	97.0	-

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local independent testing laboratory with no affiliation to the emulsion supplier for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean airtight sealed wide mouth jars or bottles made of plastic.

III. Equipment:

A. Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained, and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow

from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6”) inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 22 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

C. Rollers:

The Contractor shall use one, ten (10) ton steel wheeled roller and two, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled. The final passes of the rolling process shall be performed by a static steel wheel roller, which shall be operated without the vibrating function.

D. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

E. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

IV. Construction:

A. Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

B. Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the surface or/and air temperature is less than 50 degrees Fahrenheit in the shade. If Relative humidity is between 75% and 80%, additional time may be required to allow the emulsion to set before the lane can be opened to traffic. Operations may not continue if the relative humidity is above 80%. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

If an unexpected rainstorm ensues, sufficient aggregate should be spread to cover all of the applied binder. If possible, the road or lane should be closed to traffic and, if not, traffic should be kept to a minimum speed during this period by use of pilot vehicles. The amount of rolling should be reduced, if not completely ceased, while the aggregate is wet, to avoid binder emerging from the voids and be picked up on the wheels of the roller.

C. Preparation of Surface:

The chip seal material shall be placed on a firm unyielding prepared roadway. Any patching or crack sealing that the Contractor is also authorized to perform for the project should be done a minimum of three (3) months prior to the chip seal application.

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment. The Contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

Microsurfacing may be used as rut fill if so contracted for the specific project to level bumps, waves and corrugations.

D. Resident Notification

In Residential areas, the Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

E. Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work.

Traffic shall not be allowed on the roadway after placement of the chip seal for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. **For Collector Roads, pilot cars will be required unless otherwise instructed by Inspection.** Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

F. Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be

applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing roadbed, surface texture and the size of the aggregate in use.

- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon, and the size of the aggregate being placed over the first application of surface treatment.
- **Triple Chip Seal:** The third application of liquid bituminous material shall be applied at a rate of .32 - .38 gallons per square yard depending upon the size of the first two layers of aggregate that the liquid is sprayed upon, and the size of the aggregate being placed over the first and second applications of surface treatment.

G. Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs. square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced. If the chip seal application calls for more than one layer, these shall be spread independently.

H. Rolling:

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, rolling first along the edge line. The second pass shall be done about the centerline. A steel drum roller shall be used for the final passes without the vibrating function, covering the entire surface.

The total number of coverages for a Single Seal is three: the first by the pneumatic tire roller and the third by the steel wheel roller with the second pass being completed by a combination of the two rollers. Each successive lift is rolled in the same manor so the number of complete coverages for a Double Seal is six and for the Triple Seal is nine. Remember; to obtain a complete coverage two or three passes by each individual roller may be required depending on the width of the pull.

Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

I. Sweeping or Vacuuming:

After sufficient time has passed for the residual binder to cure and bond to the aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from the center first, working towards the edges of the road bed. Following second application again

broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

The roadway shall be swept or vacuumed again within 3 to 7 days of the chip seal having been performed. The Contractor will be responsible for maintaining the roadsides clear of accumulated aggregate for a two (2) week period after the chip seal is performed.

J. Fog Seal:

Upon direction from the engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. If sanding is needed, the fog seal shall be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

K. Pavement Striping and Markings

As part of the Maintenance of Traffic, the Contractor shall provide the necessary temporary striping and pavement markings during the different construction phases and maintained for a minimum of two (2) weeks following the completion of the chip seal operation.

Permanent striping and pavement markings, including the installation of reflective pavement markers shall be performed after the two (2) week period. Prior to applying the permanent striping and markings, the Contractor shall broom the roadway. The Contractor shall be responsible for maintaining the permanent striping and markings for a minimum of two (2) weeks after installation.

L. Deliverables:

Upon completion of the project, the Contractor shall provide Inspection with logs showing the daily and running totals of aggregate and bituminous material. If a Cape Seal was performed, the daily production logs for the microsurfacing shall also be provided as backup documentation for invoicing.

M. Warranty:

The Contractor shall provide the County upon final acceptance of the Chip Seal work, a warranty period of two (2) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss. The Contractor shall perform all warranty work at no cost to the City or County.

N. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

V. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the Contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Provision for Fog Seal.

VI. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County. Fog Seal shall be applied and paid separately as listed in the Specification for Fog Seal.

Payment will be made under:

Pay Item	***Pay Unit***
Chip Seal (Single application)	Square Yard
Chip Seal (Double application)	Square Yard
Chip Seal (Triple application)	Square Yard

END OF SECTION

PC-002 MICRO SURFACING SPECIFICATION

I. Description

Construct a micro surfacing pavement with the type of mixture specified in the Contract Documents. Micro surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing. The mix shall be a quick-traffic system that will be able to accept straight rolling traffic one hour after application.

II. Materials

A. Emulsified Asphalt:

1. General Requirements:

Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h as listed in **Table 1**. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.

2. Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

Table 1: Quality Tests for Emulsified Asphalt

AASHTO Test No.	Emulsified Asphalt Property	Specification Requirements
AASHTO T 59	Residue after Distillation (1)	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum
(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.		

3. Sampling, Certification, and Verification:
For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. A pretest number will then be assigned by the Engineer, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

At any time during application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Engineer may require the supplier to cease shipment of that pre-tested product. Further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Engineer**.**

B. Aggregate:

1. General:
Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on the Florida Department of Transportation's website and also meeting the requirements of this specification. The URL for obtaining the list of approved aggregate products for Friction Courses is: https://mac.fdot.gov/smoreports .

2. Aggregate Quality Tests:
In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of **Table 2**.

Table 2: Quality Tests for Aggregate

AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na_2SO_4 or 25% Maximum using $MgSO_4$
AASHTO T 96	Abrasion Resistance (1)	30% Maximum
(1) The abrasion test will be performed on the parent aggregate.		

3. Gradation Requirements:
When tested in accordance with FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in **Table 3**, Column II.

Table 3: Mix Design Gradation Requirements		
Sieve Size	**Type II Mix Design Range Percent Passing**	**Stockpile Tolerance from Mix Design Percent Passing**
3/8 inch	100	N/A
No. 4	90 – 100	± 5%
No. 8	65 – 90	± 5%
No. 16	45 – 70	± 5%
No. 30	30 – 50	± 5%
No. 50	18 – 30	± 4%
No. 100	10 – 21	± 3%
No. 200	5 – 15	± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in **Table 3**, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in **Table 3**, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending should meet the quality tests shown in **Table 2** before blending and should be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Engineer for approval prior to production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in **Table 3**, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer. Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

C. Mineral Filler:

If mineral filler is utilized in the mix design, use non-air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better

consistency or set times. Any changes to the percentage of mineral filler should meet the requirements of **Table 5**.

D. Water:
Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

E. Additives:
Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

F. Crack Filler:
Utilize a crack filler meeting the material requirements of the PC-003 Crack Filling/Sealing Specification.

G. Mix Design
Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design should have an aggregate source used on five (5) similar projects and have been developed using the specific materials to be used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing micro surfacing mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in **Table 4.** After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 4: Mix Design Testing Requirements

ISSA(1) Test No.	Property	Specification Requirements
ISSA TB-139(2)	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft^2 Maximum
ISSA TB-114	Wet Stripping	90% Minimum

Table 4: Mix Design Testing Requirements		
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	 50 g/ft^2 Maximum 75 g/ft^2 Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113(2)	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum
(1) ISSA = International Slurry Surfacing Association (2) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.		

The mix design should clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in **Table 5**.

Table 5: Mix Design Component Material Requirements	
Component Materials	**Specification Requirements**
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) should be from the same source, grade and type used to develop the approved mix design. Any substitutions or alternate supplies should be preapproved by the Engineer. Changes in the aggregate source or emulsion source requires re-validating the mix design and the performance properties. Blending, co-mingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

III. Equipment

A. General:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

B. Mixing Equipment:

Use a machine specifically designed and manufactured to place micro surfacing.

Truck mounted and self-loading continuous machines are acceptable. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

In the case that Self-loading continuous machines are used, these shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

C. Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

D. Spreading Equipment:

Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

1. Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap

drags will be permitted on the final applications.

2. Rut-filling Equipment:
When required by the Contract Documents, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. When rutting or deformation is less than 1/2 inch, a full width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1 1/2 inch in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content should be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

E. Calibration

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer prior to the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

F. Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

IV. Construction

A. Weather Limitations

Do not apply micro surfacing if either the pavement or air temperature is below 50°F. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

B. Resident Notification

In Residential areas, the Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

C. Traffic Control

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. If requested by the County, the Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

D. Surface Preparation

The micro surface material shall be placed on a firm unyielding prepared roadway. Any patching or crack sealing that the Contractor is also authorized to perform for the project should be done a minimum of three (3) months prior to the microsurfacing application.

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment. The Contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro surfacing. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer. The Engineer will approve the surface preparation prior to micro surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed. Provide temporary striping as necessary to comply with Contract Documents.

Microsurfacing may be used as rut fill if so contracted for the specific project to level bumps, waves and corrugations.

E. Cracks:
Pre-treat any cracks in the surface of the pavement with a crack filler meeting the requirements of PC-003 Crack Filling/Sealing Specification prior to the application of the micro surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material should cure for a minimum of 30 days prior to application of the micro surfacing.

F. Rumble Strips:
Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

G. Tack Coat:
Place a tack coat on all collector roads prior to constructing a micro surfacing course. A tack coat is not required on residential roads or between the leveling (scratch) course and the surface course provided the surface course is placed within 30 days of the leveling (scratch) course. If required, the tack coat should be type SS, type CSS, or the micro surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the tack evenly at a rate of 0.05-0.15 gal/yd^2.

H. Application
Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the

finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd^2 area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

I. Rate of Application

The average application rate shall be in accordance with **Table 6**, unless otherwise specified in the Contract Documents. Full width application rates should be maintained within ± 2 lbs/yd^2 of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro surfacing at the edge of the pavement shall be 1/4 inch.

Table 6: Application Rates

AGGREGATE TYPE	LOCATION	APPLICATION RATE(1)	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 20-24 lbs/yd^2	Double Application (two lifts): Bottom: 14-18 lbs/yd^2 Top: 16-20 lbs/yd^2 Total: 30-34 lbs/yd^2
	Scratch or Leveling Course	As Required --- 12 lb/yd^2 (minimum)	
Type III	Wheel Rut Depth	Application Rate	
	0.5-0.75 inches	20-30 lbs/yd2	
	0.75-1.00 inches	25-35 lbs/yd2	
	1.00-1.25 inches	28-38 lbs/yd2	
	1.25-1.50 inches	32-40 lbs/yd2	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

J. Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place

longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the micro surfacing and the adjacent pavement does not exceed 1/4 inch.

K. Mix Stability:
Produce a micro surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

L. Handwork:
Utilize hand squeegees to provide complete and uniform coverage of micro surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

M. Lines:
Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

N. Cleanup:
Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

O. Post Sweeping:
If required by the Engineer, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the Engineer, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

V. Quality Assurance

A. Material Monitoring:

Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a back-up electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

a. Individual sensor counts for emulsion, aggregate, cement, water, and additive
b. Aggregate, emulsion, and cement output in pounds per minute
c. Ground travel distance
d. Spread rate in pounds per square yard
e. Percentages of emulsion, cement, water, and additive
f. Cumulative totals of aggregate, emulsion, cement, water, and Additive
g. Scale factor for all materials.

B. Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in **Table 7.**

Table 7: Aggregate and Emulsified Asphalt - Acceptance Limits

Aggregate	Tolerance from Mix Design Target Values
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	--
Residual Asphalt Content of Mixture	± 0.6 percent

C. Application Rate:

Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in **Table 6**. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for micro surfacing application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd^2 rate less than the "Total" specified range. For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Engineer prior to resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

VI. Warranty:

The Contractor shall provide the City or County upon final acceptance of the micro surfacing work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County.

VII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in the Bid Form, shall be included in this item.

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Crack sealing, if required, shall be paid for under the appropriate pay item.

Payment will be made under:

Pay Item	***Pay Unit***
Micro surfacing	Square Yard
Rut fill/scratch course	Ton

PC-003 CRACK FILLING/SEALING SPECIFICATION

I. Description

The work consists of applying a hot-applied, single component polymer/rubber modified Type 3 sealant supplied in solid form, to seal or fill cracks or joints in asphalt concrete or Portland cement concrete pavements. Cracks or joints that will be sealed shall be a minimum of one quarter (1/4) inch and have a maximum width of one (1) inch.

II. Materials

A. Polymer/rubber Modified Asphalt Material: Materials shall be a premixed, single component mixture of asphalt cement, aromatic extender oils, polymers, and granulized rubber in a closely controlled manufacturing process. Materials shall conform to the following specifications when heated in accordance to ASTM D5078 to the manufacturer's maximum safe heating temperatures.

Property	Specification
Cone Penetration, (ASTM D5329)	20 – 40
Resilience, (ASTM D5329)	30 % min.
Softening Point (ASTM D36)	210°F min.
Ductility, 77.0°F (ASTM D113)	30 cm min.
Flexibility, 1/8" specimen, 90º bend, 10 sec., 1" mandrel (ASTM D3111 Modified)	Pass at 30ºF
Flow 140°F (60°C) (ASTM D5329)	3mm max.
Viscocity, 400ºF (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion 1" thickness (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Heating Temperature	380°F (193°C)

B. Blotting Material: If required, the blotting material shall be an aggregate such as cement dust, specialized release or detacking agent, or other cover aggregate approved by the Project Manager.

III. Equipment

A. **Crack Sealant Application Equipment:** Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to fill cracks with two wands at the same time and maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose's shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

B. **Compressor:** The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator should be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

C. **Hot Compressed Air Equipment:** A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

D. **Crack Cleaning Equipment:** Cleaning of excess debris shall be done by means
of power sweepers, hand brooms, or air brooms.

IV. Construction

A. Submittals

At the beginning of this Contract, the Contractor shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures and equipment of the type of crack seal that is to be used for approval. Once approved, these documents shall be complementary documents to this specification.

If the Contractor intends to change to another product meeting this specification over the life of the Contract, they shall have to resubmit the above mentioned information for the new product for approval prior to its use.

During the crack seal operations, the Contractor shall maintain a log sheet, the original of which shall be supplied to the Inspector at the end of the project and become supporting documentation for invoicing purposes. A minimum of the following information shall be recorded:

1. Date, time and amount added to the melter. The lot number of each box added shall also be recorded.

2. Road name, date, time application process starts, amounts installed, time application process ends.
3. Weather conditions

The Contractor shall supply the Inspector with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.

A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Inspector within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

B. Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. If requested by the County, the Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

C. Weather: No sealant shall be installed unless the ambient and pavement temperature are 40°F and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Inspector. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.

D. Surface Preparation: Prior to starting any application process the Contractor shall be responsible for removing any deleterious materials, including dirt, old sealant, incompressibles and organic materials that is on the asphalt, and that the cracks and joints are sufficiently dry.

E. Crack Cleaning: When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept as specified in the Submittals section of this specification, and a copy shall be supplied to the Project Manager. All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.

F. Sealant Heating: The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for

longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.

G. Sealant Application: The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The sealant shall be installed so that it is recessed approximately one eight (1/8) inch below the pavement surface to prevent tracking. Sealant shall be applied to slightly overfill the reservoir and then struck off using a “V” shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the width of excess material on the pavement surface exceed (4) inches. At no time shall the sealant be in excess of one sixtieth (1/16) inch above the adjacent surface and shall extend no more than one and a half (1.5) inches from the crack edges. Each wand shall have removable heads so that variable width discs from two (2) to four (4) inches may be installed at the Inspector’s request.

H. Blotting Application: When traffic requires immediate use of the roadway, a blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the Contractor using approved methods.

V. Liability and Deficiencies:

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

1. The Contractor shall be responsible for any claims of tracking as part of this specification. If there is a claim the Contractor shall be responsible for:
    a) Applying more blotting material as necessary
    b) Address the tracked material by either removing or repairing the object that was affected.
2. Where the sealant subsides in the crack by more than 1/8 inches below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.

The sealant shall be removed, the routed crack rerouted at the Inspector’s discretion, and resealed if any of the following occur:

a) The sealant contains embedded foreign material other than dusting material.
b) The sealant contains entrapped air bubbles.
c) The sealant has de-bonded or pulled away from the crack
d) The sealant has been excessively heated.

VI. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Crack Filling/Sealing, and not specifically listed in another item in the Bid Form, shall be included in this item.

The measurement shall be made in the amount of gallons of crack seal applied to the road, and shall be supported by the required submittals outlined in this specification. The amount of crack sealer shall be reported and invoiced for each road.

VII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack Filling/Sealing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	***Pay Unit***
Crack Filling/Sealing	Per gallon

END OF SECTION

PC-004 FOG SEAL SPECIFICATION

I. Description

The work specified in this section consists of furnishing and applying fog seal on existing roads at application rates described here-in. Fog seals are a method of adding asphalt to an existing pavement surface to improve sealing or waterproofing, prevent further stone loss by holding aggregate in place, or simply improve the surface appearance. Generally, fog seal is a light spray application of diluted asphalt emulsion used primarily to seal an existing asphalt surface to reduce raveling and enrich dry and weathered surfaces. However, inappropriate use can result in slick pavements and tracking of excess material.

II. Materials

The emulsion types recommended for fog seals may be cationic (i.e., a positive surface charge on the asphalt particles), or anionic (i.e., a negative surface charge on the asphalt particles). The primary types used are CSS-1h and SS-1h. In some circumstances, CQS-1h (and LMCQS-1h) will give a faster set.

A. **Liquid emulsified bituminous material for dilution:** CSS-1h liquid bituminous material conforming to the requirements of AASHTO M 208 or SS-1h conforming to the requirements of AASHTO M 140 (except as modified herein) shall be utilized. The Contractor shall certify the liquid bituminous material meets the aforementioned specifications
The asphalt emulsion may contain up to 43% water prior to dilution. Original emulsion water and dilution water shall be limited to and not exceed for any reason 50% by volume. Therefore, residual asphalt shall equal 50% (+1%, -0%).

B. **Dilution Water and Emulsion Water:** Water introduced into the asphalt should be potable and free from detectable solids or incompatible soluble salts (hard water).

C. **Material Samples:**
The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean airtight sealed wide mouth jars or bottles made of plastic.

III. Equipment:

A. Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .03 to .22 gallons per square yard with nozzles adjusted to allow minimum overlap of 3x. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with an asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow

from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices shall be the responsibility of the Contractor.

IV. Construction

A. Layout:

The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to beginning.

B. Weather and Seasonal limitations:

The fog seal shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F.

If unexpected rain occurs prior to the emulsion breaking, the area shall be re-fogged at no cost to the County. Further, the Contractor's traffic control and project monitoring shall continue until the surface is either free of emulsion or the emulsion applied has broken, and the resultant surface is not slippery or dangerous to vehicular travel.

C. Preparation of Surface:

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment. The Contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

D. Resident Notification

In Residential areas, the Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

E. Application of bituminous material:

The emulsion shall be diluted no more than 24 hours before its intended use to avoid settlement of the diluted emulsion. Water shall be introduced into the emulsion. Introducing emulsion into water is not permitted. The emulsion shall be circulated using a centrifugal or other suitable pump to ensure uniformity as needed.

Properly calibrated distributor trucks with 4 to 5 mm (1/8” to 3/16”) opening spray nozzles shall be used to apply the emulsion. The emulsion may be heated to 122°F maximum, or may be applied at ambient temperatures conforming to the requirements of this technical provision. The emulsion shall be sprayed at a rate as directed in the field by the county. Application will be determined dependent upon the surface conditions.

- **Tight Surface** (low absorbance and relatively smooth) - .09-.14 gal/sy
- **Open Surface** (relatively porous and absorbent with open voids) - .18-.22 gal/sy

F. Exceptions:

When fog seal is required as a subsequent treatment to chip seal, OGCM, or other method described in this contract, materials, equipment and application shall be as described in this technical provision and as amended in the technical provision appropriate to the work the fog seal is subsequent to. If discrepancies occur, the County shall determine the appropriate specification.

G. Traffic Control

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh fog seal until material is sufficiently broke such that tire pickup does not occur. The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

V. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

VI. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	***Pay Unit***
Fog Seal “Tight Surfaces” (.09-.14 gal/sy)	Square Yard
Fog Seal “Open Surfaces” (.18-.22 gal/sy)	Square Yard

END OF SECTION

PC-005 BITUMINOUS PAVEMENT REJUVENATION

Note in this specification, the term “rejuvenation product” will carry the same connotation as the term “rejuvenator” or “rejuvenator/sealer.” The term “rejuvenation product” will be used throughout this specification for the purpose of recognizing rejuvenation performance for each class of rejuvenation products.

I. Description

This item governs all work, labor, material, and equipment necessary for the application of an asphalt pavement rejuvenation product to a previously placed hot mix asphalt (HMA) surface. The purpose of this product is the rejuvenation of the upper 3/8 inch (9 mm) of oxidized or otherwise aged asphalt binder without causing an unacceptable reduction in the friction characteristics (skid resistance) of the pavement section. Additionally, the rejuvenation product should not introduce unacceptable pavement distresses such as raveling, high temperature deformation (rutting), and loss of strength. The rejuvenation product should not contribute to accelerated deterioration of the pavement.

II. Material

A. Rejuvenator Agent:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder should submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	TEST METHOD		REQUIREMENTS	
TESTS	ASTM	AASHTO	MIN.	MAX.
Tests on Emulsion:				
Viscosity # 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test[2]	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, %W[3]	D-244 (mod)	T-59 (mod)	--	0.1
Particle Charge Test	D-244	T-59	Positive	
Percentage Light Transmittance[4]	GB	GB	--	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	--
Viscosity @ 60°C, cst	D-445	--	100	200

Asphaltenes, %w	D-2006-70	--	--	1.00
Maltene Dist. Ratio $\frac{PC + A_1^5}{S + A_2}$	D-2006-70	--	0.3	0.60
PC/S Ratio[5]	D-2006-70	--	0.5	--
Saturated Hydrocarbons, S[5]	D-2006-70	--	21	28

[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244-60 except that 0.02 Normal Calcium Chloride solution shall be used in place of distilled water.
[3] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70: PC = Polar Compounds A_1 = First Acidaffins
A_2 = Second Acidaffins S= Saturated Hydrocarbons

B. Material Performance

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder i.e. viscosity shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder should submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder should submit with their bid, previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as cities,

counties, etc.; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency. In addition, testing data shall be submitted to indicate said product performance over a testing period of three years to ensure reasonable life expectancy.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. Distributer Tank:

The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or lawns.

B. Sand Truck:

Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or lawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Construction

A. Layout

The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to beginning.

B. Weather

The rejuvenation product should be applied only when the existing surface is dry and the weather forecast is in accordance with the manufacturer's recommendations for application and curing. The rejuvenation product shall be applied only when the existing surface is thoroughly dry. Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent. If weather conditions interfere with application and/or curing, the Inspector may at his discretion suspend the job or require remedial action as deemed necessary.

C. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

D. Preparation of Surface

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment. The Contractor will be responsible for blowing or sweeping the road immediately ahead of the operation

to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

E. Traffic Control

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until, in the opinion of the Inspector, the rejuvenator has sufficiently penetrated the surface and the area is suitable for traffic.

When, in the opinion of the Inspector, traffic should be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to ensure safe travel. The Contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

F. Application of the Rejuvenation Product

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be applied so that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer.

Where more than one application is to be made, succeeding applications shall made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Inspector.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Inspector, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable by the Inspector. After the rejuvenating agent has penetrated, a coating of dry sand or approved blotting agent shall be applied to the surface in sufficient amount to protect the traveling public as required by the Inspector.

All blotting agent used during the treatment should be removed no later than 48 hours after treatment of the street, either by hand or mechanical means. All turnouts, cul-de-sacs, etc. should be cleaned of any material to the satisfaction of the Inspector. Post- construction street cleaning will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after the blotting agent is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the Contractor should apply additional blotting agent and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

G. Quality Assurance and Testing

1. **Deliverables:** Upon project completion, the Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. The report shall also indicate the actual area treated per road and serve as supporting documentation for invoicing. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

The County, at their option, may require testing to be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). The testing protocol shall be extraction and recovery of the top 3/8” layer from a 4-inch or 6-inch core by ASTM D2172 and ASTM D1856. The recovered binder

can be tested for complex viscosity @ 60ºC, Pas, using the Dynamic Shear Rheometer (DSR) by AASHTO T315, or viscosity @ 60ºC, Poises, using the Absolute viscosity @ 60ºC, Poises, by ASTM D2171. Costs associated with testing shall be included in bid price.

V. Method of Measurement

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

VI. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Asphalt Rejuvenating Agent, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Rejuvenating Agent	Square Yard

END OF SECTION

PC-006 SCRUB SEAL SPECIFICATION

II. Description

Scrub Seal shall consist of the application of a slow setting, anionic or cationic asphalt emulsion or specialty emulsions developed specifically for scrub sealing, followed by a cover aggregate. The emulsion may be polymer modified.

III. Materials

A. Asphalt Emulsions

The asphalt emulsions employed for Scrub Seals shall be slow to medium setting anionic or cationic SS-1, SS-1H, CSS-1H; ASTM specifications for anionic (SS) emulsions are listed in D977 and for cationic (CSS) emulsion in D2397. Suppliers of other specialty emulsions for Scrub Sealing should supply specifications for these emulsions. Asphalt emulsions may be modified with a polymer additive.

B. Cover Aggregates

Mineral Aggregates for scrub seal shall conform to **Table 1**.

Table 1: Scrub Seal Aggregate Gradation Limits		
Sieve Size	**Percent Passing**	**Tolerance**
3/8 inch (9.5mm)	100	0
No. 4 (4.75mm)	96	+3
No. 10 (2.0mm)	60	±20
No. 50 (300µm)	18	±12
No. 100 (150µm)	5	±5
No. 200 (74µm)	5	±3

Where washed aggregates are used, they should be 'surface dry' at the time of application. Moisture content shall not exceed 1.5% by weight of aggregate. Sampling and testing of aggregate shall be the responsibility of the Contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

C. Compatibility of Emulsion and Aggregate

Compatibility or affinity between the asphalt emulsion and the aggregate can be variable. The Contractor shall verify with the emulsion supplier whether an anionic, cationic or non-ionic emulsion is preferable for a given cover aggregate.

D. Material Samples

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean airtight sealed wide mouth jars or bottles made of plastic.

IV. Equipment

A. Emulsion Distributor

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per

square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Emulsion Scrub Broom

Furnish an emulsion scrub broom assembly of similar design to Figures 1 or 2, or as approved by the Engineer, and having the following characteristics:

- Rigid frame construction
- Attached to, and pulled by, the Emulsion Distributor
- Of such weight that it does not squeegee the emulsion off the road surface
- Leading and trailing broom heads angled at 10 to 15 degrees of the centerline of the supporting member
- Stiff bristles with a minimum height of five inches
- Hinged wing assemblies or other means of adjusting the total broom width.
- Be attached to and pulled by the distributor truck.
- Have means to mechanically lift the scrub broom off of the roadway surface at intermediate points of completion and remain elevated during transit.

C. Aggregate Spreader

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

D. Pneumatic Tire Rollers

The Contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

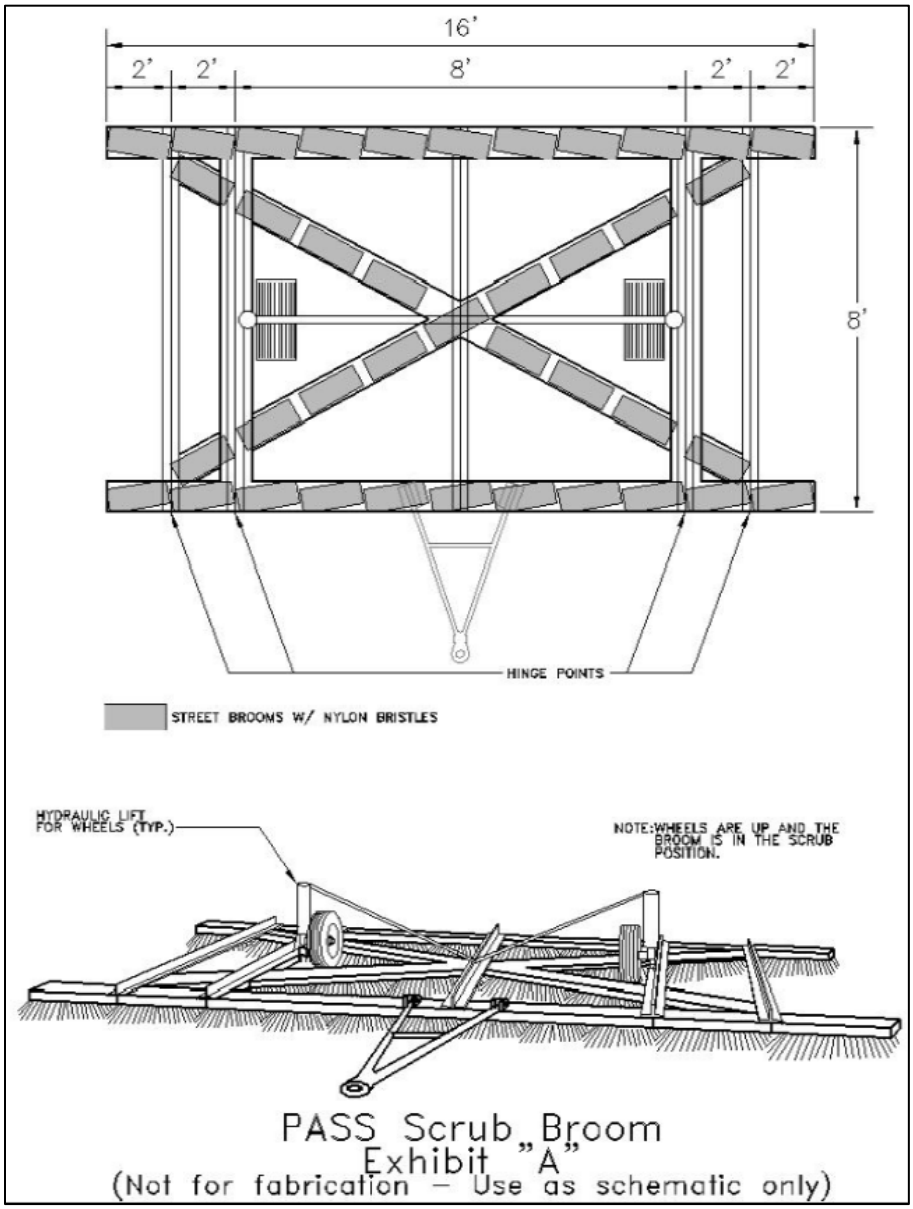

Figure 1: Typical Emulsion Scrub Broom Assembly

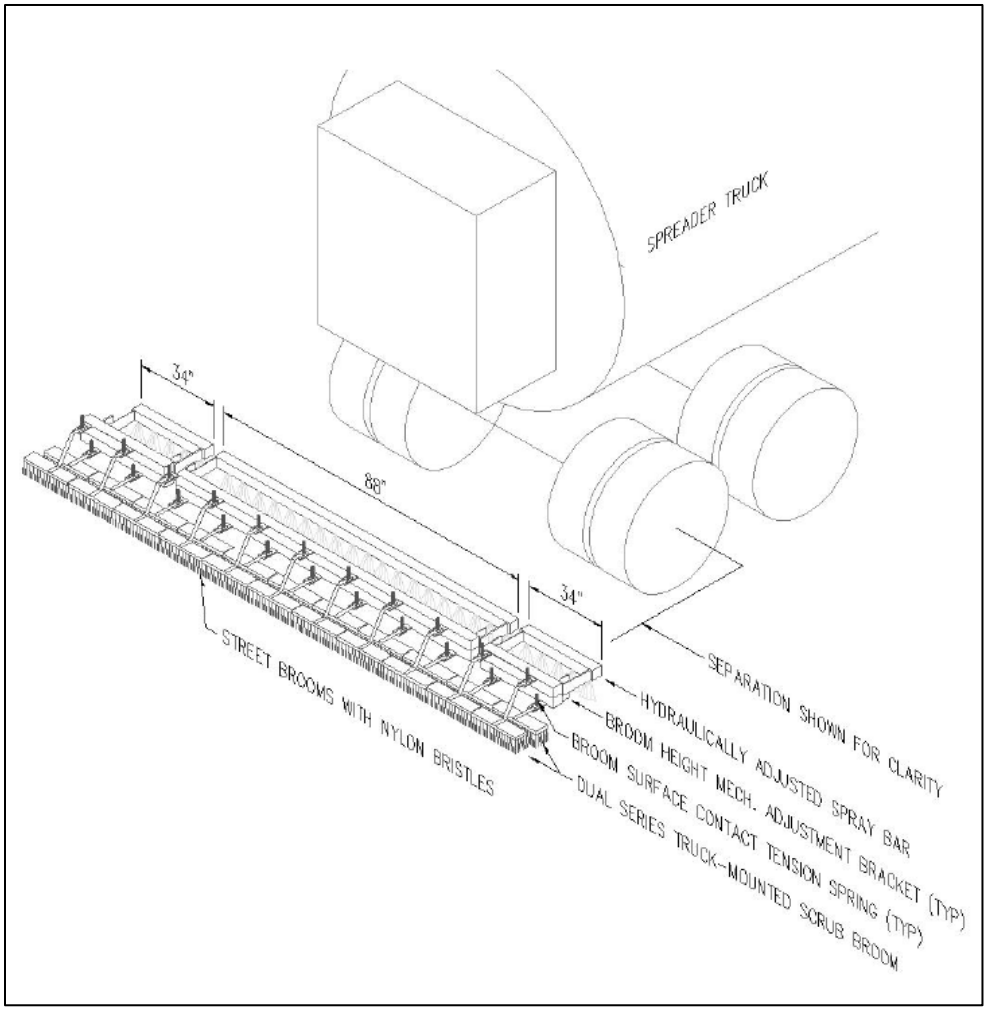

Figure 2: Truck Mounted Emulsion Scrub Broom Assembly

E. Self-Propelled Rotary Power Broom

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

F. Additional equipment

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor

V. Construction

A. Weather

The surface treatment shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

B. Resident Notification

In Residential areas, the Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

C. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment. The Contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

D. Traffic

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the aggregate cover for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

E. Application of Asphalt Emulsion:

Asphalt emulsion shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

F. Scrubbing

Immediately following application, the asphalt emulsion shall be scrubbed into the existing pavement surface with a scrub broom conforming to Section III-B. Scrubbing shall fill cracks and voids, force the emulsion into the existing pavement surface, and distribute the emulsion uniformly over the roadway cross section.

G. Termination

Application of the emulsion shall be terminated on building paper or other similar material approved by the Engineer, spread over the entire application width. Bu9lding paper shall also be placed over the treated surface for a sufficient length at the beginning of a spread to avoid spraying existing pavement or previously placed screenings, and so that the nozzles are spreading properly

when the uncovered surface is reached. The building paper shall then be removed and disposed of in a manner satisfactory to the Engineer.

H. Application of cover Aggregate:

Screenings shall be uniformly spread by the aggregate spreader immediately following the scrubbing. The spreading rate shall be from 18 to 30 pounds per square yard. The initial rate of spreading shall be 24 pounds per square yard. The Contractor may propose a different initial rate. The Contractor shall spread screenings on a 100-foot test strip as requested by the Engineer to verify and determine the initial rate of spreading. The spreading rate shall be adjusted up or down so that no bleeding occurs during rolling. The initial rate of spreading, and any adjustments thereto during spreading, shall be subject to approval by the Engineer.

The joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes.

Operating the chip spreader at speeds which causes the chips to roll after striking the emulsion covered surface will not be permitted.

The transverse termination of screenings shall be complete and any excess screenings shall be removed from the surface prior to resuming operations.

Stockpiling of screenings prior to placing will be permitted where space allows, however, any contamination resulting during storage or from reloading operations will be cause for rejection.

Screenings shall be surface damp at the time of application, but excess water on the aggregate surface will not be permitted. Screenings shall be re-dampened in the haul trucks prior to delivery to the chip spreader when so directed by the Engineer.

The scrubbed pavement surface shall be covered with screenings before setting or “breaking’ of the emulsion occurs.

After the screenings have been spread, piles, ridges, or uneven distribution shall be carefully removed to ensure against permanent ridges, bumps or depressions in the completed surface. Additional screenings shall be spread in whatever quantities may be required to prevent picking up by the rollers or traffic.

I. Rolling:

Initial rolling shall begin immediately behind the chip spreader and shall consist of one pass completely covering the screenings applied. Asphalt emulsion and

screenings shall not be spread more than 2,500 feet ahead of completion of initial rolling operations.

Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be that necessary to seat the screenings and in no case shall be less than 2 passes.

J. Sweeping:

After rolling of the application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed.

K. Finishing:

1. Flush Coat

Flush Coat shall consist of an application of a fog seal coat followed by a sand cover to the surface of the scrub seal coat.

Flush coat shall be applied at the discretion of the Engineer, immediately after initial sweeping and removal of excess screenings and prior to opening the lane to uncontrolled (not controlled with pilot cars) traffic.

2. Fog Seal

Fog seal coat shall not be applied when the atmospheric temperature is below 40°F.

When surface treatment has set, a fog seal is to be applied at a rate of 0.03 to 0.06 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water.

3. Sand Cover

Sand cover shall be applied immediately following application of the fog seal coat. Sand shall be spread by a chip spreader at a rate of 1 to 2 pounds per square yard. The exact rate will be determined by the Engineer. Spreading shall not vary more than 5 percent from the exact application rate.

L. Maintenance

Scrub seal coated surfaces shall be maintained, including the traffic control required for maintenance operations, for a period of 4 consecutive calendar days, beginning on the day screenings are applied to the asphalt emulsion. Maintenance shall include sweeping and distribution of screenings over the surface to absorb any free emulsion, to cover any area deficient in cover material and to prevent formation of corrugations. Clean sand may be used in lieu of

screenings to cover any excess emulsion which comes to the surface. The use of roadside material for this purpose will not be permitted.

The surface shall be swept as often as necessary during the 4-day maintenance period to maintain the surface free of loose screenings. At the end of the fourth day, any excess screenings shall be removed from the paved area.

VI. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Scrub Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the Contractor be directed to place Fog Seal as a secondary application to the Scrub Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal

VII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Scrub Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the county, Fog Seal shall be applied and paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Scrub Seal (emulsion)	Square Yard
Cover Aggregate	Square Yard

END OF SECTION

PC-007 FULL DEPTH RECLAMATION WITH PORTLAND CEMENT SPECIFICATION

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, Portland cement and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, the introduction of cement additives, and other additives (if called for in the Mix Design). The process which results in a stabilized base course, shall be

accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Material

A. RAP

Materials should meet all requirements specified in the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. Additional Base Materials

Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required, it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. Portland Cement

Portland Cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85, for the type specified.

D. Water

The water for the base course shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26. The Contractor shall be responsible of identifying the water source prior to beginning.

E. Soil

The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. Road Reclaimer

Shall be originally designed for pavement reclaiming, capable of pulverizing and mixing pavement, base materials, and subgrade soil to a minimum of 12 inches in a single pass. The reclaimer shall have automatic forward sped control that responds to the on-board load sensing mechanisms and have a minimum cutting

drum width of 8 feet.

It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of additives into the mixture. The reclaiming machine shall mix the cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The metering system and water metering system shall be capable of continuously monitoring (GPM) flow and totaling the quantity of water applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material; any existing underlying material as specified.

B. Motor Grader

Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. Rollers

Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three-wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low-pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 28 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three-wheel roller static rollers.

D. Cement Delivery Equipment

Cement may be placed on grade in dry powder form using a bulk spreader with a calibrated screw-type distributor and curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

An integrated binder spreader system, capable of spreading in various widths by opening or closing panels and micro processer-controlled metering cells for precise metering of the cement may also be used. The spreader shall be mounted on the Road Reclaimer, have digital and automated controls and be dust free.

For either method, the Contractor should take steps to minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

E. Additional equipment

Additional equipment such as water trucks, haul trucks, etc., will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

IV. Construction

A. Layout

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road should be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference should be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

B. Weather and Seasonal limitations

The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

C. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment.

The Contractor shall be responsible for calling utility locates prior to beginning and providing the Inspector with the ticket information upon request. All manhole and valve covers, inlets and other service entrances, etc., protected. Should utility adjustment be required, the Contractor is responsible for coordinating with the utility owner, prior to beginning work.

D. Traffic Control

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked

daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work. If prolonged lane or road closure is required to complete the work, the Contractor shall complete and submit the appropriate Closure Request Form for approval together with the MOT plans.

E. Mix Design

Prior to base course construction, a minimum of one (1) core sample should be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of cement needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of cement is to be determined. Actual application quantities for the Portland cement will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer of record. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

F. Widening

When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

G. Milling

In the case of a curbed or closed section, where milling is necessary to remove excess material and maintain existing grades, the work shall be done under the appropriate line item for milling based on the average milled depth, but shall not exceed two and a half (2.5”) inches.

In the case of an open section, all existing asphalt shall be mixed in the pulverization process and any excess material shall be bladed out to the edges. If during blading/grading it becomes evident that material should be removed to achieve or maintain final grades, the excess material shall be removed as excavation and paid for under the appropriate line item for Excavation.

H. Additional Material

When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

I. Pulverization

The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The cement and water shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. Alternately, the cement may be introduced by means of a spreader bar with curtain on the cement distributor. Cement shall not be introduced by means of a spreader bar or hose from the cement delivery tanker.

The reclaimed material, cement and water shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer should be permitted access to the mixing equipment in order to read the meter to verify the quantity of cement applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

J. Compaction

Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested, and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined, and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the

edges of the reclaimed mixture, so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

K. Finishing

Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

Adjacent shoulders shall be redressed and sodded within the limits determined by the Inspector.

L. Protection and Curing

After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material.

The curing material shall be maintained and re-applied as needed by the Contractor during the 2 to 3-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 2 to 3 days after its construction and until it has hardened.

M. Thickness

The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

N. Sampling and Testing

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the Contractor at no additional cost. At the county's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract should be given to the Engineer/Inspector upon delivery to the project site

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

V. Warranty:

The Contractor shall provide the County upon final acceptance of the Full Depth Reclamation work, a warranty period of three years (36 months) which shall include all materials and workmanship.

VI. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Cement, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat, etc. Cost for introduction of cement into the mixture shall be included in the per TN cost for Cement. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the CY Price for General Use Optional Base Material.

VII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Portland Cement, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	***Pay Unit***
Full Depth Reclamation (Pulverization)	Per Square Yard
Portland Cement	Per Ton
Excavation	Per Cubic Yard
General Use Optional Base Material	Per Cubic Yard

END OF SECTION

PC-008 FULL DEPTH RECLAMATION WITH ASPHALT EMULSION AND CEMENT BLEND SPECIFICATION

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, emulsified asphalt, Portland cement and other additives per the mix design. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion, cement, and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. RAP

Materials should meet all requirements specified in the 2017 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. Additional Base Materials

Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required, it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. Asphalt Emulsion:

When the mix design calls for stabilization with asphalt emulsion, utilize CSS-1h or CMS-2h, meeting the requirements of AASHTO M 208-01 (2009) and approved by the State Materials Office prior to use.

D. Portland Cement

When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. When cement is added with the emulsion no more than 2.5% shall be used on the project, unless approved by the Engineer.

E. Water:

The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26. The Contractor shall be responsible for identifying a suitable water source prior to beginning.

F. Soil:

The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. Road Reclaimer

Shall be originally designed for pavement reclaiming, capable of pulverizing and mixing pavement, base materials, and subgrade soil to a minimum of 12 inches in a single pass. The reclaimer shall have automatic forward sped control that responds to the on-board load sensing mechanisms and have a minimum cutting drum width of 8 feet.

It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of additives into the mixture. The reclaiming machine shall mix the cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The metering system and water metering system shall be capable of continuously monitoring (GPM) flow and totaling the quantity of water applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material; any existing underlying material as specified.

B. Motor Grader

Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. Rollers

Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three-wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low-pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 28 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three-wheel roller static rollers.

D. Cement Delivery Equipment

Cement may be placed on grade in dry powder form using a bulk spreader with a calibrated screw-type distributor and curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

An integrated binder spreader system, capable of spreading in various widths by opening or closing panels and micro processer-controlled metering cells for precise metering of the cement may also be used. The spreader shall be mounted on the Road Reclaimer, have digital and automated controls and be dust free.

For either method, the Contractor should take steps to minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

E. Additional equipment

Additional equipment such as water trucks, haul trucks, etc., will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

IV. Construction:

A. Layout

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road should be referenced at sufficient

intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference should be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

B. Weather and Seasonal limitations

The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

C. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment.

The Contractor shall be responsible for calling utility locates prior to beginning. All manhole and valve covers, inlets and other service entrances, etc., shall be protected and when necessary, coordinating with Utility Owners for any adjustments needed before construction begins.

D. Traffic Control

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work. If prolonged lane or road closure is required to complete the work, the Contractor shall complete and submit the appropriate Closure Request Form for approval together with the MOT plans.

E. Mix Design

Prior to construction, obtain an adequate number of core samples to develop the mix design(s). Representative samples of the asphalt pavement material, underlying base material, and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory with no affiliation to the emulsion supplier, for testing to determine the proportions of asphalt emulsion and cement

needed to produce a mix design meeting the requirements of **Table 1**. The optimum binder content shall be the binder content that results in the highest wet tensile strength while also having 70% retained tensile strength compared to the dry strength and additionally has a minimum 2500 pounds Marshall stability. Cement shall be used at a minimum dosage rate of 1% and at a maximum dosage rate of 2.5% by dry weight of reclaimed material. Cement amounts greater than 2.5% will only be allowed if approved by the engineer. The mix design shall be signed and sealed by a professional engineer and submitted to the Engineer prior to use for approval.

Table 1: Mix Design Criteria		
Test	**Test Method Number**	**Criteria**
Gradation of reclaimed material	AASHTO T 27-11	Report
Determination of optimum binder content		
Compaction effort at optimum fluids content. Marshall Compactor; 50 blows/side or Superpave Gyratory Compactor, 100 mm diameter specimens, 30 gyrations. Density determination.	Asphalt Institute MS 14, Appendix F. ASTM D6926-10 AASHTO T 312-12 FM 1-T 166	Report
Marshall stability Cure at 60°C to constant weight. Test at 40°C.	ASTM D6927-06	2500 lbs. minimum stability
Resistance of compacted bituminous mixture to moisture induced damage. 55 to 75% vacuum saturation, water bath at 25°C for 23 hours, last hour in water bath at 40°C.	AASHTO T 283-07 (2011)	70% minimum retained tensile strength

F. Widening

When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the

planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

G. Additional Material

When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

H. Milling

In the case of a curbed or closed section, where milling is necessary to remove excess material and maintain existing grades, the work shall be done under the appropriate line item for milling based on the average milled depth but shall not exceed two and a half (2.5”) inches.

In the case of an open section, all existing asphalt shall be mixed in the pulverization process and any excess material shall be bladed out to the edges. If during blading/grading it becomes evident that material should be removed to achieve or maintain final grades, the excess material shall be removed as excavation and paid for under the appropriate line item for Excavation.

I. Pulverization

The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

Table 2 – Pulverization Gradation	
SIEVE SIZE	**PERCENT PASSING**
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day’s work and at any time requested, the engineer should be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day’s work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

J. Compaction

Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor’s licensed nuclear gauge operator and witnessed by the Engineer/inspector.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 94 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with AASHTO T-180. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined, and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture, so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

K. Finishing

Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½” over ten feet to the satisfaction of the engineer.

L. Protection and Curing

After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent

penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.

To prevent equipment from marring or damaging the completed work, protect finished portions of base used by equipment.

Do not allow traffic on the reclaimed base until it is assured the reclaimed base surface will not distort, shove, or ravel under the anticipated vehicular loading.

M. Thickness

The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor’s expense, or the deficiency deducted from the total material in place.

N. Quality Control and Sampling and Testing

Perform the following quality control tests at the prescribed frequency. Randomly determine sample locations in accordance with ASTM D 3665-12 or equivalent. Correct all deficiencies unless otherwise approved by the Engineer. Reclaimed material gradation: Determine the percent passing the following sieve sizes: 3 inches, 2 inches, No. 4, and No. 200. Obtain a sample at a frequency of one sample per 5,000 SY. Meet the requirements of **Table 2**. If the requirements of **Table 2** are not met, adjust the pulverization operation so that the resultant material will meet specification requirements or to the satisfaction of the Engineer.

Moisture/density relationship of reclaimed base: Establish a wet/dry density relationship for density specification compliance by obtaining a sample at a frequency of once per 5000 square yards for Modified Proctor (AASHTO T-180) determination. Determine the moisture content in accordance with AASHTO T 110-03 (2011), AASHTO T 265-12, or ASTM D 4643-08.

In-place field density: Perform one nuclear density test per 1000 square yards. The dry field density (i.e. corrected gauge wet density) of the compacted mixture shall be at least 96.0 percent of the maximum laboratory dry density as determined by modified proctor. No individual density test shall be lower than 94.0 percent of the maximum laboratory dry density. If one density test is below 94.0 percent or two consecutive density tests are below 96.0 percent of the

maximum laboratory dry density, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

O. Marshall stability

Perform Marshall stability testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of **Table 1**. If the Marshall stability does not meet the requirements of **Table 1**, cease production, and resolve the issue to the satisfaction of the Engineer before resuming production. Retained tensile strength: Perform retained tensile strength testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of **Table 1.** If the retained tensile strength does not meet the requirements of **Table 1,** cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

P. Depth of mixing

Determine the depth of mixing at least once per 250 square yards. Meet the requirements of **Section V.M.**

Cross slope measurement: Meet the requirements of the current FDOT Specification **Table 330-4.**

Additional sampling and testing may be required if significant changes in the characteristics of the reclaimed material are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when there is considerable variability in the field test results.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract should be given to the Engineer/Inspector upon delivery to the project site.

V. Warranty:

The Contractor shall provide the County upon final acceptance of the Full Depth Reclamation work, a warranty period of three years (36 months) which shall include all materials and workmanship.

VI. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat, etc. Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for

additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

VII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion and Cement Blend, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	***Pay Unit***
Full Depth Reclamation (Pulverization)	Per Square Yard
Asphalt Emulsion	Per Gallon
Portland Cement	Per Ton
Excavation	Per Cubic Yard
General Use Optional Base Material	Per Cubic Yard

END OF SECTION

PC-009 COLD IN-PLACE RECYCLED BITUMINOUS MATERIAL SPECIFICATIONS

I. Description

The work specified in this Technical Provision consists of the in-place construction of a Cold Recycled Bituminous Base Course, using either reclaimed asphalt pavement (RAP) material and/or reclaimed aggregate material (RAM), combined with virgin aggregates and/or bituminous material. It is the intent of this contract to recycle 100% of the existing asphalt pavement and a predetermined portion of the base, as necessary to ensure that the completed recycled base course will be of a consistent material and thickness throughout, including, but not limited to, all existing asphalt pavement and base adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement and base in the above-described locations should be included in the recycling process in order to construct a bituminous base course with a uniform thickness throughout 100% of the

proposed area. The intent of this contract is to utilize the specified process which is clearly defined within this specification. Therefore, Full Depth Reclamation or any variation of Full Depth Reclamation will not be accepted.

II. Materials

A. Asphalt Emulsion

When the mix design calls for stabilization with asphalt emulsion, utilize CSS-1h or CMS-2h, meeting the requirements of AASHTO M 208-01 (2009) and approved by the State Materials Office prior to use.

B. Portland Cement

When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 2.5% shall be used on the project unless approved by the Engineer.

C. Cold Pulverized Material

The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

STANDARD		**METRIC**	
Sieve Size	%Passing	Sieve Size	%Passing
2”	95	51 mm	95

D. Mixture Design

A mix design(s) conducted by an independent, accredited laboratory with no affiliation to the emulsion supplier, using materials obtained directly from the project site and conforming to the requirements of this Technical Specification shall be submitted to the County at the Pre-Construction Conference. Based on RAP consistency throughout project limits, more than one mix design may be required. A traffic control plan may be required in accordance with TP-102 for collecting materials. Mix design formulations shall be conducted in accordance with the following guidelines:

E. Mix Design Procedures for CIR (Cold In-place Recycling) Material

1. Sampling and Processing

Prior to materials sampling in the roadway, obtain approval from the County. A traffic control plan may be required in accordance with TP-102 for collecting materials. Obtain 6” minimum inside diameter cores from the areas to be recycled. If cores show significant differences in various areas, such as different type or thickness of layers between cores, then separate mix designs shall be performed for each of these pavement segments. It is recommended that a minimum of one location be sampled for each 1000’ in each lane. Additionally, samples should be taken where

visual differences in the pavement are noticed. Immediately patch all core holes neatly with asphalt cold patch. Cores shall be cut in the laboratory to the depth specified for the CIR project. Cores shall be crushed in the laboratory.

The mix design shall be performed on this crushed sample. Gradation of the sample after crushing shall be determined by ASTM C117 and C136 (dried at no greater than 40°C). Samples shall be prepared with a sample splitter. An alternative method is to dry, screen and recombine the sample in the laboratory to target gradation.

2. Mixing

Calculate the amount of RAP required to produce a 61.0 mm to 66.0 mm (2.4 to 2.6 inch) tall specimen by determining the maximum specific gravity of the RAP in accordance with ASTM D2041.

Number of specimens: 4 per emulsion content for a total of 4 for long-term stability and 4 for moisture testing for the 3 emulsion contents. Two specimens are required for Rice specific gravity; test at the highest emulsion content in the design and back calculate for the lower emulsion contents.

Recommended emulsion contents: 2.0%, 2.5%, 3.0%, 3.5%. Choose three emulsion contents that bracket the estimated recommended emulsion content.

Add moisture that is expected to be added at the milling head, typically 1.5 to 2.5 percent.

If any additives are in the mixture, introduce the additives in a similar manner that they will be added during field production.

Mixing of test specimens shall be performed with a mechanical bucket mixer. Mix the CIR RAP millings thoroughly with water first, then mix with emulsion. Mixing shall occur at ambient temperature. One specimen shall be mixed at a time. Mixing time with emulsion should not exceed 60 seconds.

3. Compaction

Specimens shall be compacted immediately after mixing. Place paper disks on the top and bottom of the specimen before compaction. Specimens shall be compacted with a Superpave gyratory compactor (SGC) in a 100 mm mold at 1.25° angle, 600 kPa ram pressure, and 30 gyrations. The mold shall not be heated.

4. Curing after compaction

Extrude specimens from molds immediately after compaction. Carefully remove paper disks.

Place specimens in 60°C forced draft oven with ventilation on sides and top. Place each specimen in a small container to account for material loss from the specimens. Care should be taken not to over-dry the specimens. Cure compacted specimens to constant weight but no more than 48 hours and no less than 16 hours. Constant weight is defined here as 0.05% change in weight in 2 hours. After curing, cool specimens at ambient temperature a minimum of 12 hours and a maximum of 24 hours.

5. Measurements

Determine bulk specific gravity (density) of each compacted (cured and cooled) specimen according to ASTM D2726. Determine specimen heights according to ASTM D3549 or equivalent. Alternatively, the height can be obtained from the SGC readout. Determine Rice (maximum theoretical) specific gravity, ASTM D2041, except as noted in Item 4 of this procedure, and do not break any agglomerates which will not easily reduce with a flexible spatula. Perform the supplemental dry-back procedure to adjust for uncoated particles. Determine percent air voids in accordance with ASTM D3203 for each design emulsion content.

Determine corrected Marshall Stability by ASTM D1559 at 40°C after 2 hour temperature conditioning in a forced draft oven.

6. Moisture Susceptibility

Perform same conditioning and volumetric measurements on moisture-conditioned specimens as on other specimens. Vacuum saturate to 55 to 75 percent, soak in a 25°C water bath for 23 hours, followed by a one hour soak at 40°C. Determine corrected Marshall Stability. The average moisture conditioned specimen strength divided by the average dry specimen strength is referred to as retained stability.

7. Emulsion Content Selection

The properties of the specimens at design emulsion content shall meet the properties in **Table 1**.

8. Report

The report shall contain the following minimum information: Gradation of RAP; amount and gradation of virgin aggregate or additional RAP, if any; recommended water content range as a percentage of dry RAP; optimum emulsion content as a percentage of dry RAP and corresponding density;

air void percentage; absorbed water percentage; Marshall Stability and Retained Stability at design moisture and emulsion contents; Raveling percentage; and Thermal Cracking initiation temperature. Include the mix design emulsion designation, supplier name, plant location, and emulsion testing results detailed in **Table 4**.

The mix design(s) shall meet the Mix Design Performance Criteria of **Table 1** and be approved by the County prior to construction.

Table 1 – Mix Design Performance Criteria

100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:

Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926-10, D6927-06, 40°C	2500 lbs. minimum stability	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283-07 Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage

** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*

***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*

F. Other Additives

If necessary, additives may be used to meet the requirements in **Table 1**. In the case that an additive is used, the type and allowable usage percentage should be described in the submitted design recommendation.

G. Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) material

If available, imported RAP material may be added at the discretion of the County Engineer if the RAP material meets the requirements in **Table 2**. The crushed

RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls. It shall meet the requirements for Deleterious Materials given in **Table 2**. The crushed RAP shall not exceed the maximum size requirement in this Technical Specification and when blended with the design millings, shall produce a product which meets the specifications given in **Table 1**.

Table 2 - Imported Crushed RAP Criteria		
Property	***Method***	***Limit***
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, %	ASTM C 142 or AASHTO T112	0.2% maximum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	5% retained on 2" seive

H. Additional Aggregate

Based on the results of mix design testing or other requirements, the CIR Contractor shall determine if additional aggregate is required to comply with mix design performance criteria specified in **Table 1.** Any additional aggregate shall meet the criteria specified in **Table 3**, and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in **Table 1.**

Table 3 - Additional Aggregate Criteria		
Property	***Method***	***Limit***
Los Angeles abrasion value, % loss	AASHTO T96	40% maximum
Sand Equivalent,%	ASTM D2419	60% minimum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.2
Water absorption %	AASHTO T 85	5%_ max.

III. Equipment

A. Milling Machine

A 10 foot and a 12 foot mill, self-propelled, bi-directional, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed) in a single pass to the depth shown on

the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within ± ¼ in (6 mm) of that shown on the plans and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam should be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine should be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

B. Bituminous Paver

A self-propelled high density paver having tamper bar compaction, electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans. A 30-foot non-contact averaging beam should be used on the bituminous paver. To reduce material segregation, the bituminous paver should utilize a hopper insert.

C. Rollers

All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. At least one pneumatic-tired roller shall have a minimum gross operating weight of not less than 50,000 lbs. (22,600 kg). Pneumatic rollers should have properly working scrapers and water spraying systems. At least one double drum vibratory steel-wheeled roller shall have a gross operating weight of not less than 20,000 lbs. (9,000 kg) and a width of 78 inches (1980 mm). Double drum vibratory rollers should have properly working scrapers and water spraying systems.

D. Cement Delivery Equipment

Cement may be placed on grade in dry powder form using a bulk spreader with a calibrated screw-type distributor and curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

An integrated binder spreader system, capable of spreading in various widths by opening or closing panels and micro processer-controlled metering cells for precise metering of the cement may also be used. The spreader shall be mounted on the Road Reclaimer, have digital and automated controls and be dust free.

For either method, the Contractor should take steps to minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

IV. Construction

A. Layout

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road should be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference should be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

B. Weather Limitations

Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is 40^0 F (10°C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

C. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment.

The Contractor shall be responsible for calling utility locates prior to beginning. All manhole and valve covers, inlets and other service entrances, etc., shall be protected and when necessary, coordinating with Utility Owners for any adjustments needed before construction begins.

D. Traffic Control

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked

daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work. If prolonged lane or road closure is required to complete the work, the Contractor shall complete and submit the appropriate Closure Request Form for approval together with the MOT plans.

E. Pre-Milling

In the case of a curbed or closed section, where milling is necessary to remove excess material and maintain existing grades, the work shall be done under the appropriate line item for milling based on the average milled depth, but shall not exceed two and a half (2.5”) inches.

The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying subbase material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. Use a small milling machine, if necessary, to mill longitudinally to the required depth as indicated on the plans along all curbs and gutters, radius returns, utilities, inlets, around all manholes and any other structures not accessible or practical to be milled by the milling/mixing machine utilities. The millings produced by the small mill will be the same as the large mill and of equal gradation to produce a uniform recycled pavement layer. Inlets/Catch Basins should be covered during the milling and recycling operation to prevent milled material from entering the catch basin area where it could contaminate and/or block the storm water system.

F. Processing

When a paving fabric is encountered during the CIR operation, the Contractor shall make the necessary adjustments in equipment or operations so that at least ninety percent (90%) of the shredded fabric in the recycled material is no more than 5 in^2 (3200 mm^2). Additionally, no fabric piece shall have any dimension exceeding a length of 4 inches (100 mm). These changes may include, but not be limited to, adjusting the milling rate and adding or removing screens in order to obtain a specification recycled material. The Contractor shall be required to waste material containing over-sized pieces of paving fabric as directed by the Engineer.

G. Spreading

The material shall be spread using a self-propelled paver meeting the requirements under the current FDOT Standard Specifications for Road and

Bridge Construction, Section 330-5. Heating of the paver screed will not be permitted. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the Engineer.

H. Compaction

Compaction of the recycled mix shall be completed using rollers meeting the requirements of the current FDOT Standard Specifications for Road and Bridge Construction Section 330-7. During initial construction, rolling patterns and sequences shall be established through the construction of a control strip produced with the CIR equipment and within the pavement section, to determine the target wet density, using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. In all cases, the longitudinal joint should first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Initial rolling should not begin until the emulsion has started to break. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction is unachievable. These circumstances require the establishment of new rolling patterns and sequences through the construction of a control strip produced with the CIR equipment and within the pavement section. Rolling shall start no more than 30 minutes behind the paver. Finish rolling shall be completed no more than one hour after milling is completed. When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

I. Return of Traffic

After the completion of compaction of the recycled pavement layer, no traffic shall be permitted on the completed recycled material for at least one (1) hour. After one hour rolling traffic may be permitted on the recycled material. This time may be adjusted by the Contractor to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, the surface of the recycled

pavement layer shall be maintained in a condition suitable for the safe movement of traffic.

J. Protection and Damage

Protect the recycled pavement layer in accordance with the *current FDOT Standard Specifications for Road and Bridge Construction, Section 330-10*. After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed. Any damage to the completed Cold In Place Recycled bituminous material shall be repaired by the Contractor prior to the placement of the hot mix asphalt concrete surface course, or other applicable surface treatment, and as directed by the Engineer

K. Finished Recycled Pavement Layer Smoothness

The completed cold recycled pavement layer surface shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline at locations selected by the County. Irregularities exceeding the specified limit shall be corrected at the expense of the Contractor by grinding/cold milling or leveling with cold or hot mix asphalt. The corrected areas shall be retested to determine compliance with smoothness.

L. Quality Control

1. Contractor Responsibility

The Contractor shall be responsible for providing field and laboratory quality control testing of materials during construction. The County or its subconsultant may conduct sampling and testing whenever or as often as desired for verification purposes. The Contractor shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the Contractor if similar laboratory samples tested by the Contractor and the County do not coincide within reasonable values as determined by the County. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes. All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The Contractor shall submit all documentation of field inspection and

laboratory testing results required herein to the County Engineer prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Contractor at the time of delivery.

2. Crushed RAP Material Sizing

A sample shall be obtained from the receiving hopper of the paver each ½ mile or as specified by engineer (0.8 km) and screened using a 2 in. (51mm) sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the County by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

3. Asphalt Emulsion

The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in **Table 4.** The County Engineer may require the Contractor to obtain emulsion samples from each shipping trailer prior to unloading into the Contractor's storage units for quality control testing if desired. The testing shall meet the following requirements:

Table 4 – Emulsion *Criteria*

Property	***Method***	***Limit***
*Residue from distillation, %	ASTM D244	64.0 to 66.0 %
*Oil distillate by distillation, %	ASTM D244	0.5% maximum
Sieve Test, %	ASTM D244	0.1% maximum
**Residue Penetration, 25°C, dmm	ASTM D5	-25 to +25%

**Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold.*

**To be determined during CIR design phase prior to emulsion formulation and manufacture for project. Penetration value range will be determined and submitted to the County Engineer for approval prior to project start*

4. Asphalt Emulsion Content and Yield

Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

5. Water Content and Yield

Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

6. Mixture Testing

At the discretion of the County Engineer and if the recycled pavement layer quality and workmanship seem suspect, the Contractor may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in **Table 1**. If samples of the recycled asphalt pavement mixture are taken after the addition of additives and e emulsion, the specimens should be compacted within 15 minutes of sampling and tested as required in **Table 1.** If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample should immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples should be mixed in the laboratory with the field additives and emulsion within 24 hours and tested as required in **Table 1.**

7. Depth of Pulverization (Milling)

The depth shall be checked and recorded daily and every 1/8 mile (0.2 km). on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

8. Compacted Density

Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction. Wet density shall be determined every 1/4 mile (0.4 km) using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that all nuclear gauges are operated by licensed individuals and have been calibrated within the last 12 months. The acceptable degree of compaction shall be 96 to 98 percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The County shall be notified prior to the construction of a new control strip.

9. Cross-Slope and Smoothness

The recycled pavement layer cross slope shall be checked regularly during spreading. A minimum 2 % Cross-Slope shall be maintained through the length of the project. The recycled pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline after rolling is completed. The edge of the mat should be rolled first and progress to the center or high side to prevent excessive edge sloughing.

Table 5 – Quality Control Testing and Inspection Criteria		
Property	**Method**	**Limit**
RAP Maximum Particle Size	ASTM C 136 or AASHTO T27	Section 334-2.2
RAP Particle Size Distribution	ASTM C 136 or AASHTO T27	Determined by Mix Design(s)
Emulsion and Water Yield	Calibrated Metering Device	Determined by Mix Design(s)
*Mixture Testing	Table 1	Table 1
**Depth of Milling	Section 334-5.7	Determined by Mix Design(s)
Compacted Density	ASTM D2950 AASHTO T-180	96 to 98% of target density
Cross-Slope	FM 5-509	Minimum 2%
Smoothness	FM 5-509	Maximum 0.5 in (12 mm) deviation from planeness
**Mixture Testing frequency shall be at the County Engineer's discretion*		
***Depth of Milling may need to be adjusted for localized unexpected pavement conditions*		

10. Documentation

Delivery Tickets - All delivery tickets and notes regarding any materials brought to the project site to complete this item shall be given to the County upon delivery. Tickets shall be signed by an approved representative of the Contractor at the time of delivery.

V. Warranty:

The Contractor shall provide the County upon final acceptance of the Cold-In-Place work, a warranty period of three years (36 months) which shall include all materials and workmanship.

VI. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cold-In-Place Recycled Bituminous Paving, and not specifically listed in another item in the Bid Form, shall be included in this item, including but not limited to Maintenance of Traffic as specified in TP-102.

VII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion and Cement Blend, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	***Pay Unit***
Cold-In-Place Recycling Bituminous Paving	Per Square yard
Asphalt Emulsion	Per Gallon
Portland Cement	Per Ton
Excavation	Per Cubic Yard
Added RAP	Per Ton
Added Aggregate for mixing	Per Ton

END OF SECTION

PC-010 CAPE SEAL SPECIFICATION

I. Description:

The work specified in this section consists of furnishing and applying multiple bituminous surface treatments composed of an asphalt emulsion chip seal followed by the application of asphalt emulsion microsurface on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

II. Materials:

A. Cover Aggregate for the Chip Seal:

Cover aggregate for the chip seal shall conform to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified under the Chip Seal Specification in this bid package. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the Contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

B. Liquid bituminous material for surface treatment:

CRS-2P liquid bituminous material conforming to AASHTO M 316-99, and the Chip Seal Specification in this bid package. When CRS-2P is specified apply the following modifications:

3. Distill the CRS-2P at 400ºF for 20 minutes
4. Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

C. Aggregate for Microsurface

Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof, and conform to the Microsurfacing Specification in this bid package.

D. Microsurface Emulsion

Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h as listed in **Table 1 of the** Microsurface Specification in this bid package.

E. Mineral Filler:

If mineral filler is utilized in the microsurface mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps, consistent with the requirements of the Microsurface Specification in this bid package.

F. Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

G. Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

H. Crack Filler:

When required for the project, utilize a crack filler meeting the material requirements of the PC-003 Crack Filling/Sealing Specification. Crack filling should be completed a minimum of three (3) months prior to microsurfacing.

I. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local independent testing laboratory with no affiliation to the emulsion supplier for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean airtight sealed wide mouth jars or bottles made of plastic.

III. Equipment:

F. Asphalt Emulsion Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet. Two distributor trucks will be required on all projects.

G. Aggregate Spreader:
The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6”) inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 22 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

H. Rollers:
The Contractor shall use one, ten (10) ton steel wheeled roller and two, eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled. The final passes of the rolling process shall be performed by a static steel wheel roller, which shall be operated without the vibrating function.

I. Self-Propelled Rotary Power Broom:
The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

J. Mixing Equipment:
Use a machine specifically designed and manufactured to place micro surfacing consistent with the requirements of the Microsurfacing Specification of this bid package. Truck mounted and self-loading continuous machines are acceptable.

K. Spreading Equipment:
The spreading equipment should be a mechanical squeegee type equipped with flexible material in contact with the surface to prevent loss of the microsurfacing slurry from the distributing box. There should be a flexible rear strike-off which is adjustable in width and capable of producing a uniform surface its full width. For detailed requirements, refer to the Microsurfacing Specification of this bid package.

L. Additional equipment:
Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

IV. Construction:

A. Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

B. Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the surface or/and air temperature is less than 50 degrees Fahrenheit in the shade. If Relative humidity is between 75% and 80%, additional time may be required to allow the emulsion to set before the lane can be opened to traffic. Operations may not continue if the relative humidity is above 80%. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

If an unexpected rainstorm ensues, sufficient aggregate should be spread to cover all of the applied binder. If possible, the road or lane should be closed to traffic and, if not, traffic should be kept to a minimum speed during this period by use of pilot vehicles. The amount of rolling should be reduced, if not completely ceased, while the aggregate is wet, to avoid binder emerging from the voids and be picked up on the wheels of the roller.

C. Preparation of Surface:

The chip seal material shall be placed on a firm unyielding prepared roadway. Any patching or crack sealing that the Contractor is also authorized to perform for the project should be done a minimum of three (3) months prior to the chip seal application.

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment. The Contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and

raised pavement marker adhesive shall be removed.

Microsurfacing may be used as rut fill if so contracted for the specific project to level bumps, waves and corrugations.

D. Resident Notification

In Residential areas, the Contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The Contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

E. Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

The Contractor shall submit an M.O.T plan indicating all facets of traffic control for the project area. The MOT plan should be approved in writing by the County prior to commencing any work.

Traffic shall not be allowed on the roadway after placement of the chip seal for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. **For Collector Roads, pilot cars will be required unless otherwise instructed by Inspection.** Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

F. Chip Seal

Normal good practices shall be followed for the chip seal construction as outlined in the Chip Seal Specification of this bid package.

Some of the more important construction procedures required are:

1. Calibration of the asphalt emulsion distributor with the use of proper nozzle size and single and spray bar height above the surface.

2. Immediately after the asphalt emulsion has been applied, it shall be covered with the chips.
3. Rolling should begin as soon as possible after the cover aggregate has been applied with pneumatic tired units preferred. The rolling should consist of a minimum of 3 coverages. After the initial rolling has been completed with pneumatic tired units, further rolling may be carried out with a 5 to 8 ton steel wheeled unit (optional). To avoid excessive chip crushing, only one complete coverage should be made.

The surface should be clean with the surface broomed prior to the application of any tack coat or microsurfacing to remove excess chips, dirt and other objectionable matter.

G. Microsurfacing

Once the chip seal application has been allowed a minimum of seven days to settle, the Contractor shall apply a double micro-surface 30-34 lbs/sy in one lift. Normal good practices shall be followed for the chip seal construction as outlined in the Microsurfacing Specification of this bid package.

Some of the more important or unique construction procedures required are:

1. Each microsurfacing unit to be used should be previously calibrated.
2. Immediately prior to the placement of the microsurfacing seal, the surface shall be cleaned by power brooming.
3. Microsurface may be used as rut fill to level dips in the pavement.
4. Not less than seven days, nor more than four weeks after the chip application, the microsurface shall be applied.
5. The Cape Seal should not be opened to traffic until the microsurface seal has cured sufficiently so as to not exhibit pickup by the tires of regular traffic.

H. Pavement Striping and Markings

As part of the Maintenance of Traffic, the Contractor shall provide the necessary temporary striping and pavement markings during the different construction phases, and maintained for a minimum of two (2) weeks following the completion of the chip seal operation.

Permanent striping and pavement markings, including the installation of reflective pavement markers shall be performed after the two (2) week period. Prior to applying the permanent striping and markings, the Contractor shall broom the roadway. The Contractor shall be responsible for maintaining the permanent striping and markings for a minimum of two (2) weeks after installation.

I. Deliverables:

Upon completion of the project, the Contractor shall provide Inspection with logs showing the daily and running totals of aggregate and bituminous material during the chip seal stage, as well as the daily production logs for the microsurfacing stage. These logs shall become backup documentation for invoicing.

J. Warranty:

The Contractor shall provide the County upon final acceptance of the Cape Seal work, a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss. The Contractor shall perform all warranty work at no cost to the City or County.

K. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

V. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cape Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

VI. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cape Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	***Pay Unit***
Cape Seal (Single Chip w/Double Micro application)	Square Yard
Cape Seal (Double Chip w/Double Micro application)	Square Yard
Crack Filling/Sealing	Per gallon

END OF SECTION

Bid Sheet

The Bid Sheets for this bid are available on the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**Bid 25-342, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

All Bid Sheets are in Excel format and are to be submitted on a USB Flash Drive along with the hard copy, if not submitting electronically through Kiteworks.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked, and you need only enter the unit price. The Bid Sheet will automatically calculate the extension; therefore, you must enter the Unit Price as requested on the Bid Sheets.

July 9, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum: Question and Answer received.

Respectfully,

Brad Howard
Brad Howard on behalf of Ken Brush
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

Bid # 25-342, Pavement Preservation and Recycling Treatments
Addendum # 1

Question 1: There is not a FDOT prequalified work class for “Maintenance of Traffic” or FDOT certification for Companies to perform maintenance of traffic, certifications are done at the employee level. Please confirm submittal of current employees’ valid MOT or Advanced Traffic Control certifications (used for FDOT work) are acceptable to satisfy the requirements of Qualification #2 in the bid package.

Answer: Delete in its entirety Qualifications, item # 2:

Bidder shall submit their FDOT or other State DOT certification to perform placement and maintenance of traffic devices. If the bidder provides other State DOT certification with their bid, the Bidder shall be certified by FDOT to perform this before award of bid.

And Replace with the following:

Bidder shall submit the employee or subcontractor’s employee FDOT or other State DOT certification to perform placement and maintenance of traffic devices. If the bidder provides other State DOT certification for their employee or subcontractor’s employee with their bid, the Bidder’s employee or subcontractor’s employee shall be certified by FDOT to perform this before award of bid.

July 16, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

The Bid Receiving Date has been extended for two (2) weeks. The revised Bid Receiving Date is Wednesday, July 30, 2025.

Please forward any questions you have submitted to Ken Brush that have not been answered via an addendum to Brad Howard: bradhoward@polk-county.net by 4:00 p.m. on Friday July 18, 2025.

Respectfully,

Brad Howard
Brad Howard on behalf of Ken Brush
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

July 28, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum: Question and Answer received.

The Bid Receiving Date has been extended for one (1) week. The revised Bid Receiving Date is Wednesday, August 6, 2025.

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

Bid # 25-342, Pavement Preservation and Recycling Treatments
Addendum # 1

Question 1: For PC-007 full depth reclamation, please confirm portland cement material is required to be provided by a qualified producer in accordance with FDOT Specification 921-2 and 921-4.

Answer: Correct, the County typically follows FDOT's lead on alternate treatments, and in this case, those details are listed in the FDOT's Developmental Specifications for Full Depth Reclamation, Section 332

Question 2: For PC-008 full depth reclamation with emulsion, please confirm portland cement material is required to be provided by a qualified producer in accordance with FDOT Specification 921-2 and 921-4.

Answer: Please see the answer to question 1 above.

Question 3: For PC-008 full depth reclamation with emulsion, please confirm emulsion shall meet the requirements of FDOT Specification Section 916.

Answer: Please see the answer to question 1 above.

August 6, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 4
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum:

The Bid Receiving Date has been extended for one (1) week. The revised Bid Receiving Date is Wednesday, August 13, 2025.

A Revised Bid Sheet will be issued via Bid 25-342, Addendum 5 with the corrected formulas shortly.

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

August 7, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 5
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum: Revised Bid Sheet

The Bid Sheet has been revised to correct formula errors calculating the total amounts for each section. No line items have been added, or unit quantities have been changed.

To obtain a copy of the Bid 25-342 Addendum 5 Revised Bid Sheet please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**Bid 25-342, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Revised Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net**.**

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: _____
Title: _____
Company: _____

Bid Notice

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing necessary labor, materials, equipment, supervision, and support for the construction of asphalt pavement preservation and/or reconstruction processes, and asphalt pavement improvements as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: Bid 25-342, Pavement Preservation and Recycling Treatments

Description: Provide the necessary labor, materials, equipment, supervision, and support for the construction of asphalt pavement preservation and/or reconstruction processes, and asphalt pavement improvements.

Receiving Period: Wednesday, July 16, 2025, prior to 2:00 p.m.

Bid Opening: Wednesday, July 16, 2025, 2:00 p.m.

Special Instructions: To receive a copy of the specifications and bid sheets please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**Bid 25-342, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m., Thursday, July 3, 2025.

Bid Registration

You must register using this form to receive notice of any addenda to these documents. Please email or fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: Bid 25-342

Bid Title: Pavement Preservation and Recycling Treatments

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each bid that you are registering for.

Company Name: Asphalt Paving Systems, Inc.

Contact Name: Mark Rohrbach

Mailing Address: 8940 Gall Blvd

City: Zephyrhills

State: FL

Zip Code: 33541

Phone Number: 813-599-5167

Email: ponderosamark@hotmail.com

Statement of No Bid N/A

Bid # 25-342, Pavement Preservation and Recycling Treatments

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

☐ Insufficient time to respond.

☐ Do not offer this product.

☐ Specifications unclear.

☐ Specifications too restrictive

☐ Unable to meet specifications.

☐ Unable to meet bond/insurance requirements.

☐ Schedule would not permit us to perform.

☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

Bid Sheet

The Bid Sheets for this bid are available on the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**Bid 25-342, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

All Bid Sheets are in Excel format and are to be submitted on a USB Flash Drive along with the hard copy, if not submitting electronically through Kiteworks.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked, and you need only enter the unit price. The Bid Sheet will automatically calculate the extension; therefore, you must enter the Unit Price as requested on the Bid Sheets.

BID 25-342 Addendum 5 Revised Bid Sheet

PC-001 CHIP SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-001-1	**CHIP SEAL (SINGLE APPLICATION)**				
	0 - 25,000	SY	18000	$ 5.15	$ 92,700.00
	25,001 - 50,000	SY	36000	$ 3.45	$ 124,200.00
	50,001 AND OVER	SY	60000	$ 3.35	$ 201,000.00
PC-001-2	**CHIP SEAL (DOUBLE APPLICATION)**				
	0 - 25,000	SY	15000	$ 7.15	$ 107,250.00
	25,001 - 50,000	SY	36000	$ 6.30	$ 226,800.00
	50,001 AND OVER	SY	60000	$ 6.00	$ 360,000.00
PC-001-3	**CHIP SEAL (TRIPLE APPLICATION)**				
	0 - 25,000	SY	10000	$ 9.70	$ 97,000.00
	25,001 - 50,000	SY	35000	$ 9.20	$ 322,000.00
	50,001 AND OVER	SY	60000	$ 8.90	$ 534,000.00
902-2	Silica Sand	SY	60000	$ 0.25	$ 15,000.00
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 3.15	$ 8,316.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 3.15	$ 8,316.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1200	$ 0.60	$ 720.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1200	$ 6.60	$ 7,920.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 6.00	$ 180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 12.00	$ 360.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	3	$ 7,000.00	$ 21,000.00
11-122	Standard, White, Solid 8"	LF	30	$ 2.00	$ 60.00
11-123	Standard, White, Solid 12"	LF	100	$ 10.00	$ 1,000.00
11-124	Standard, White, Solid 18"	LF	30	$ 16.00	$ 480.00
11-125	Standard, White, Solid 24"	LF	250	$ 20.00	$ 5,000.00
11-131	Standard, White Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
11-160	Standard, White, Message	EA	15	$ 140.00	$ 2,100.00
11-170	Standard, White, Arrows	EA	10	$ 80.00	$ 800.00
11-180	Standard, White, Yield Line	LF	20	$ 20.00	$ 400.00
11-211	Standard, Yellow, Solid 6"	NM	2	$ 7,000.00	$ 14,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 2.00	$ 60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$ 3.00	$ 90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 6.20	$ 186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 6.20	$ 248.00
11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 4.00	$ 200.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 9,000.00	$ 27,000.00
11-122	Durable, White, Solid 8"	LF	30	$ 4.00	$ 120.00
11-123	Durable, White, Solid 12"	LF	100	$ 11.00	$ 1,100.00
11-124	Durable, White, Solid 18"	LF	30	$ 17.00	$ 510.00
11-125	Durable, White, Solid 24"	LF	250	$ 22.00	$ 5,500.00
11-131	Durable, White Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 5.00	$ 150.00
11-160	Durable, White, Message	EA	15	$ 200.00	$ 3,000.00
11-170	Durable, White, Arrows	EA	10	$ 120.00	$ 1,200.00
11-180	Durable, White, Yield Line	LF	20	$ 24.00	$ 480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 9,000.00	$ 18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 4.00	$ 120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$ 7.00	$ 210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 17.00	$ 510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$ 18.00	$ 720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 5.00	$ 250.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	1	$ 13,000.00	$ 13,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 6.00	$ 180.00
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 16.00	$ 1,600.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 24.00	$ 720.00
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 32.00	$ 3,200.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 4,000.00	$ 4,000.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 6.00	$ 180.00

11-160	Thermo, Standard, White, Message	EA	15	$ 500.00	$ **7,500.00**
11-170	Thermo, Standard, White, Arrows	EA	10	$ 200.00	$ **2,000.00**
11-180	Thermo, Standard, White, Yield Line	LF	20	$ 30.00	$ **600.00**
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 13,000.00	$ **13,000.00**
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 6.00	$ **180.00**
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 16.00	$ **480.00**
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 24.00	$ **720.00**
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 32.00	$ **1,280.00**
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 4,000.00	$ **4,000.00**
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 6.00	$ **300.00**
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 3.95	$ **1,185.00**
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 7.50	$ **2,250.00**
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	7040	$ 5.65	$ **39,776.00**
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 750.00	$ **37,500.00**
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 150.00	$ **7,500.00**
577-70	SHOULDER REWORK	SY	7040	$ 2.25	$ **15,840.00**
104-13-1	SILT FENCE TYPE III	LF	1000	$ 3.00	$ **3,000.00**
110-10	MAILBOX (REMOVE AND REPLACE)	EA	30	$ 250.00	$ **7,500.00**
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 5,500.00	$ **5,500.00**
	Work Order Total $50,001 - $100,000	LS	1	$ 6,500.00	$ **6,500.00**
	Work Order Total $100,001 - $500,000	LS	1	$ 7,500.00	$ **7,500.00**
	Work Order Total Over $500,000	LS	1	$ 8,500.00	$ **8,500.00**
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	7	$ 2,500.00	$ **17,500.00**
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ **2,432,767.00**

PC-002 MICRO-SURFACING

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-002	**MICRO-SURFACING**				
PC-002-1	**SINGLE MICRO**				
	0 - 25,000	SY	15000	$ 4.95	$ 74,250.00
	25,001 - 50,000	SY	30000	$ 4.70	$ 141,000.00
	50,001 AND OVER	SY	60000	$ 4.45	$ 267,000.00
PC-002-2	**DOUBLE MICRO**				
	0 - 25,000	SY	15000	$ 8.05	$ 120,750.00
	25,001 - 50,000	SY	30000	$ 6.90	$ 207,000.00
	50,001 AND OVER	SY	60000	$ 6.60	$ 396,000.00
PC-002-3	RUT FILL	TON	500	$ 250.00	$ 125,000.00
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 3.15	$ 8,316.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 3.15	$ 8,316.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 0.60	$ 300.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 6.60	$ 3,300.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 6.00	$ 180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 12.00	$ 360.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00
11-122	Standard, White, Solid 8"	LF	30	$ 2.00	$ 60.00
11-123	Standard, White, Solid 12"	LF	100	$ 10.00	$ 1,000.00
11-124	Standard, White, Solid 18"	LF	30	$ 16.00	$ 480.00
11-125	Standard, White, Solid 24"	LF	250	$ 20.00	$ 5,000.00
11-131	Standard, White Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
11-160	Standard, White, Message	EA	15	$ 140.00	$ 2,100.00
11-170	Standard, White, Arrows	EA	10	$ 80.00	$ 800.00
11-180	Standard, White, Yield Line	LF	20	$ 20.00	$ 400.00
11-211	Standard, Yellow, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00

11-222	Standard, Yellow, Solid 8"	LF	30	$ 2.00	$ 60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$ 3.00	$ 90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 6.20	$ 186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 6.20	$ 248.00
11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 4.00	$ 200.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 9,000.00	$ 27,000.00
11-122	Durable, White, Solid 8"	LF	30	$ 4.00	$ 120.00
11-123	Durable, White, Solid 12"	LF	100	$ 11.00	$ 1,100.00
11-124	Durable, White, Solid 18"	LF	30	$ 17.00	$ 510.00
11-125	Durable, White, Solid 24"	LF	250	$ 22.00	$ 5,500.00
11-131	Durable, White Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 5.00	$ 150.00
11-160	Durable, White, Message	EA	15	$ 200.00	$ 3,000.00
11-170	Durable, White, Arrows	EA	10	$ 120.00	$ 1,200.00
11-180	Durable, White, Yield Line	LF	20	$ 24.00	$ 480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 9,000.00	$ 18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 4.00	$ 120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$ 7.00	$ 210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 17.00	$ 510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$ 18.00	$ 720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 5.00	$ 250.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 13,000.00	$ 26,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 6.00	$ 180.00
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 16.00	$ 1,600.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 24.00	$ 720.00
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 32.00	$ 3,200.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 4,000.00	$ 4,000.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 6.00	$ 180.00
11-160	Thermo, Standard, White, Message	EA	15	$ 500.00	$ 7,500.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 200.00	$ 2,000.00

11-180	Thermo, Standard, White, Yield Line	LF	20	$ 30.00	$ 600.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 13,000.00	$ 13,000.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 6.00	$ 180.00
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 16.00	$ 480.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 24.00	$ 720.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 32.00	$ 1,280.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 4,000.00	$ 4,000.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 6.00	$ 300.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 3.95	$ 1,185.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 7.50	$ 2,250.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2347	$ 5.65	$ 13,258.67
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 750.00	$ 37,500.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 150.00	$ 7,500.00
577-70	SHOULDER REWORK	SY	2347	$ 2.25	$ 5,280.00
104-13-1	SILT FENCE TYPE III	LF	500	$ 3.00	$ 1,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	20	$ 250.00	$ 5,000.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 5,500.00	$ 5,500.00
	Work Order Total $50,001 - $100,000	LS	1	$ 6,500.00	$ 6,500.00
	Work Order Total $100,001 - $500,000	LS	1	$ 7,500.00	$ 7,500.00
	Work Order Total Over $500,000	LS	1	$ 8,500.00	$ 8,500.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	25	$ 2,500.00	$ 62,500.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 1,674,699.67

PC-003 CRACK SEALING

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-003	**CRACK FILLING/SEALING**				
PC-003-1	0 - 500	GAL	450	$ 37.00	$ 16,650.00
PC-003-2	501 - 1,000	GAL	850	$ 35.00	$ 29,750.00
PC-003-3	1,001 - 5,000	GAL	2150	$ 33.00	$ 70,950.00
PC-003-4	5,001 AND OVER	GAL	6000	$ 32.00	$ 192,000.00
PC-003	**Routing and Sealing**				
PC-003-5	0 - 500	GAL	450	$ 52.00	$ 23,400.00
PC-003-6	501 - 1,000	GAL	850	$ 48.00	$ 40,800.00
PC-003-7	1,001 - 5,000	GAL	2150	$ 46.00	$ 98,900.00
PC-003-8	5,001 AND OVER	GAL	6000	$ 44.00	$ 264,000.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 1,000.00	$ 1,000.00
	Work Order Total $50,001 - $100,000	LS	1	$ 1,000.00	$ 1,000.00
	Work Order Total $100,001 - $500,000	LS	1	$ 1,000.00	$ 1,000.00
	Work Order Total Over $500,000	LS	1	$ 1,000.00	$ 1,000.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	20	$ 2,500.00	$ 50,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 790,450.00

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)

PC-011	STRIPING AND PAVEMENT MARKING REMOVAL	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 3.15	$ 8,316.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 3.15	$ 8,316.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 0.60	$ 300.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 6.60	$ 3,300.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 6.00	$ 180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 12.00	$ 360.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00
11-122	Standard, White, Solid 8"	LF	30	$ 2.00	$ 60.00
11-123	Standard, White, Solid 12"	LF	100	$ 10.00	$ 1,000.00
11-124	Standard, White, Solid 18"	LF	30	$ 16.00	$ 480.00
11-125	Standard, White, Solid 24"	LF	250	$ 20.00	$ 5,000.00
11-131	Standard, White Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
11-160	Standard, White, Message	EA	15	$ 140.00	$ 2,100.00
11-170	Standard, White, Arrows	EA	10	$ 80.00	$ 800.00
11-180	Standard, White, Yield Line	LF	20	$ 20.00	$ 400.00
11-211	Standard, Yellow, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 2.00	$ 60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$ 3.00	$ 90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 6.20	$ 186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 6.20	$ 248.00
11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 4.00	$ 200.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 9,000.00	$ 27,000.00
11-122	Durable, White, Solid 8"	LF	30	$ 4.00	$ 120.00
11-123	Durable, White, Solid 12"	LF	100	$ 11.00	$ 1,100.00
11-124	Durable, White, Solid 18"	LF	30	$ 17.00	$ 510.00
11-125	Durable, White, Solid 24"	LF	250	$ 22.00	$ 5,500.00
11-131	Durable, White Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 5.00	$ 150.00
11-160	Durable, White, Message	EA	15	$ 200.00	$ 3,000.00
11-170	Durable, White, Arrows	EA	10	$ 120.00	$ 1,200.00
11-180	Durable, White, Yield Line	LF	20	$ 24.00	$ 480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 9,000.00	$ 18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 4.00	$ 120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$ 7.00	$ 210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 17.00	$ 510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$ 18.00	$ 720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 5.00	$ 250.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 13,000.00	$ 26,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 6.00	$ 180.00
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 16.00	$ 1,600.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 24.00	$ 720.00

11-125	Thermo, Standard, White, Solid 24"	LF	100	$	32.00	$ **3,200.00**
11-131	Thermo, Standard, White Skip 6"	GM	1	$	4,000.00	$ **4,000.00**
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$ **180.00**
11-160	Thermo, Standard, White, Message	EA	15	$	500.00	$ **7,500.00**
11-170	Thermo, Standard, White, Arrows	EA	10	$	200.00	$ **2,000.00**
11-180	Thermo, Standard, White, Yield Line	LF	20	$	30.00	$ **600.00**
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$	13,000.00	$ **13,000.00**
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$	6.00	$ **180.00**
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$	16.00	$ **480.00**
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$	24.00	$ **720.00**
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$	32.00	$ **1,280.00**
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$	4,000.00	$ **4,000.00**
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$	6.00	$ **300.00**

PC-004 FOG SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-004	**FOG SEAL**				
PC-004-1	**Fog Seal Tight Surface (0.09-0.14 gal/sy)**				
	0 - 25,000	SY	12000	$ 0.95	$ 11,400.00
	25,001 - 50,000	SY	30000	$ 0.70	$ 21,000.00
	50,001 AND OVER	SY	60000	$ 0.65	$ 39,000.00
PC-004-2	**Fog Seal Open Surface (0.18-0.22 gal/sy)**				
	0 - 25,000	SY	10000	$ 1.00	$ 10,000.00
	25,001 - 50,000	SY	30000	$ 0.85	$ 25,500.00
	50,001 AND OVER	SY	60000	$ 0.70	$ 42,000.00
902-2	Silica Sand	SY	10000	$ 0.25	$ 2,500.00
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 3.15	$ 8,316.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 3.15	$ 8,316.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 0.60	$ 300.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 6.60	$ 3,300.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 6.00	$ 180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 12.00	$ 360.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00
11-122	Standard, White, Solid 8"	LF	30	$ 2.00	$ 60.00
11-123	Standard, White, Solid 12"	LF	100	$ 10.00	$ 1,000.00
11-124	Standard, White, Solid 18"	LF	30	$ 16.00	$ 480.00
11-125	Standard, White, Solid 24"	LF	60	$ 20.00	$ 1,200.00
11-131	Standard, White Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
11-160	Standard, White, Message	EA	15	$ 140.00	$ 2,100.00
11-170	Standard, White, Arrows	EA	10	$ 80.00	$ 800.00
11-180	Standard, White, Yield Line	LF	20	$ 20.00	$ 400.00
11-211	Standard, Yellow, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 2.00	$ 60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$ 3.00	$ 90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 6.20	$ 186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 6.20	$ 248.00
11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 4.00	$ 200.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 9,000.00	$ 27,000.00
11-122	Durable, White, Solid 8"	LF	30	$ 4.00	$ 120.00
11-123	Durable, White, Solid 12"	LF	100	$ 11.00	$ 1,100.00
11-124	Durable, White, Solid 18"	LF	30	$ 17.00	$ 510.00
11-125	Durable, White, Solid 24"	LF	250	$ 22.00	$ 5,500.00
11-131	Durable, White Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 5.00	$ 150.00
11-160	Durable, White, Message	EA	15	$ 200.00	$ 3,000.00
11-170	Durable, White, Arrows	EA	10	$ 120.00	$ 1,200.00
11-180	Durable, White, Yield Line	LF	20	$ 24.00	$ 480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 9,000.00	$ 18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 4.00	$ 120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$ 7.00	$ 210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 17.00	$ 510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$ 18.00	$ 720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 5.00	$ 250.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 13,000.00	$ 26,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 6.00	$ 180.00
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 16.00	$ 1,600.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 24.00	$ 720.00
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 32.00	$ 3,200.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 4,000.00	$ 4,000.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 6.00	$ 180.00
11-160	Thermo, Standard, White, Message	EA	15	$ 500.00	$ 7,500.00
11-170	Thermo, Standard, White, Arrows	EA	10	$ 200.00	$ 2,000.00

11-180	Thermo, Standard, White, Yield Line	LF	20	$ 30.00	$ 600.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$ 13,000.00	$ 13,000.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$ 6.00	$ 180.00
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$ 16.00	$ 480.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$ 24.00	$ 720.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$ 32.00	$ 1,280.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$ 4,000.00	$ 4,000.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 6.00	$ 300.00
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	$ 1,000.00	$ 1,000.00
	Work Order Total $50,001 - $100,000	LS	1	$ 1,000.00	$ 1,000.00
	Work Order Total $100,001 - $500,000	LS	1	$ 1,000.00	$ 1,000.00
	Work Order Total Over $500,000	LS	1	$ 1,000.00	$ 1,000.00
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	10	2500	$ 25,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ 356,326.00

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)					
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$ 3.95	$ 1,185.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 7.50	$ 2,250.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2347	$ 5.65	$ 13,258.67
577-70	SHOULDER REWORK	SY	2347	$ 2.25	$ 5,268.27
104-13-1	SILT FENCE TYPE III	LF	500	$ 3.00	$ 1,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	20	$ 250.00	$ 5,000.00

PC-005 ASPHALT REJUVENATOR

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-005	**ASPHALT REJUVENATOR**				
PC-005	ASPHALT REJUVENATOR PER SPECIFICATION	SY	650000	**No Bid**	**#VALUE!**
101-1	**MOBILIZATION**				
	Work Order Total $0.00 - $50,000	LS	1	No Bid	**#VALUE!**
	Work Order Total $50,001 - $100,000	LS	1	No Bid	**#VALUE!**
	Work Order Total $100,001 - $500,000	LS	1	No Bid	**#VALUE!**
	Work Order Total Over $500,000	LS	1	No Bid	**#VALUE!**
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	No Bid	**#VALUE!**
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				**#VALUE!**

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSE ONLY (NOT BASIS OF AWARD)

PC-012	REFLECTIVE PAVEMENT MARKERS	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	No Bid	**#VALUE!**
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	No Bid	**#VALUE!**
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	No Bid	**#VALUE!**
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	No Bid	**#VALUE!**
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	No Bid	**#VALUE!**
11-122	Standard, White, Solid 8"	LF	30	No Bid	**#VALUE!**
11-123	Standard, White, Solid 12"	LF	100	No Bid	**#VALUE!**
11-124	Standard, White, Solid 18"	LF	30	No Bid	**#VALUE!**
11-125	Standard, White, Solid 24"	LF	250	No Bid	**#VALUE!**
11-131	Standard, White Skip 6"	GM	1	No Bid	**#VALUE!**
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	No Bid	**#VALUE!**
11-160	Standard, White, Message	EA	15	No Bid	**#VALUE!**
11-170	Standard, White, Arrows	EA	10	No Bid	**#VALUE!**
11-180	Standard, White, Yield Line	LF	20	No Bid	**#VALUE!**
11-211	Standard, Yellow, Solid 6"	NM	1	No Bid	**#VALUE!**
11-222	Standard, Yellow, Solid 8"	LF	30	No Bid	**#VALUE!**
11-223	Standard, Yellow, Solid 12"	LF	30	No Bid	**#VALUE!**
11-224	Standard, Yellow, Solid 18"	LF	30	No Bid	**#VALUE!**
11-225	Standard, Yellow, Solid 24"	LF	40	No Bid	**#VALUE!**
11-231	Standard, Yellow, Skip 6"	GM	1	No Bid	**#VALUE!**
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	No Bid	**#VALUE!**
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	No Bid	**#VALUE!**
11-122	Durable, White, Solid 8"	LF	30	No Bid	**#VALUE!**
11-123	Durable, White, Solid 12"	LF	100	No Bid	**#VALUE!**
11-124	Durable, White, Solid 18"	LF	30	No Bid	**#VALUE!**
11-125	Durable, White, Solid 24"	LF	250	No Bid	**#VALUE!**
11-131	Durable, White Skip 6"	GM	1	No Bid	**#VALUE!**
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	No Bid	**#VALUE!**
11-160	Durable, White, Message	EA	15	No Bid	**#VALUE!**
11-170	Durable, White, Arrows	EA	10	No Bid	**#VALUE!**
11-180	Durable, White, Yield Line	LF	20	No Bid	**#VALUE!**
11-211	Durable, Yellow, Solid 6"	NM	2	No Bid	**#VALUE!**
11-222	Durable, Yellow, Solid 8"	LF	30	No Bid	**#VALUE!**
11-223	Durable, Yellow, Solid 12"	LF	30	No Bid	**#VALUE!**
11-224	Durable, Yellow, Solid 18"	LF	30	No Bid	**#VALUE!**
11-225	Durable, Yellow, Solid 24"	LF	40	No Bid	**#VALUE!**
11-231	Durable, Yellow, Skip 6"	GM	1	No Bid	**#VALUE!**
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	No Bid	**#VALUE!**
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	No Bid	**#VALUE!**
11-122	Thermo, Standard, White, Solid 8"	LF	30	No Bid	**#VALUE!**
11-123	Thermo, Standard, White, Solid 12"	LF	100	No Bid	**#VALUE!**
11-124	Thermo, Standard, White, Solid 18"	LF	30	No Bid	**#VALUE!**
11-125	Thermo, Standard, White, Solid 24"	LF	100	No Bid	**#VALUE!**
11-131	Thermo, Standard, White Skip 6"	GM	1	No Bid	**#VALUE!**
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	No Bid	**#VALUE!**
11-160	Thermo, Standard, White, Message	EA	15	No Bid	**#VALUE!**
11-170	Thermo, Standard, White, Arrows	EA	10	No Bid	**#VALUE!**

11-180	Thermo, Standard, White, Yield Line	LF	20	No Bid	#VALUE!
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	No Bid	#VALUE!
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	No Bid	#VALUE!
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	No Bid	#VALUE!
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	No Bid	#VALUE!
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	No Bid	#VALUE!
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	No Bid	#VALUE!
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	No Bid	#VALUE!

PC-006 SCRUB SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-006	**SCRUB SEAL (EMULSION)**				
	0 - 25,000	SY	10000	$ 2.65	$ 26,500.00
	25,001 - 50,000	SY	36000	$ 1.85	$ 66,600.00
	50,001 AND OVER	SY	60000	$ 1.80	$ 108,000.00
PC-006-A	**AGGREGATE COVER**				
	0 - 25,000	SY	10000	$ 3.50	$ 35,000.00
	25,001 - 50,000	SY	36000	$ 2.60	$ 93,600.00
	50,001 AND OVER	SY	60000	$ 2.55	$ 153,000.00
PC-009	**FOG SEAL**				
	0 - 25,000	SY	10000	$ 0.85	$ 8,500.00
	25,001 - 50,000	SY	36000	$ 0.80	$ 28,800.00
	50,001 AND OVER	SY	60000	$ 0.65	$ 39,000.00
902-2	Silica Sand	SY	10000	$ 0.20	$ 2,000.00
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	2640	$ 3.15	$ 8,316.00
PC-011-2	REMOVAL BY GRINDING	SF	2640	$ 3.15	$ 8,316.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	500	$ 0.60	$ 300.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	500	$ 6.60	$ 3,300.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 6.00	$ 180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 12.00	$ 360.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00
11-122	Standard, White, Solid 8"	LF	30	$ 2.00	$ 60.00
11-123	Standard, White, Solid 12"	LF	100	$ 10.00	$ 1,000.00
11-124	Standard, White, Solid 18"	LF	30	$ 16.00	$ 480.00
11-125	Standard, White, Solid 24"	LF	250	$ 20.00	$ 5,000.00
11-131	Standard, White Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
11-160	Standard, White, Message	EA	15	$ 140.00	$ 2,100.00
11-170	Standard, White, Arrows	EA	10	$ 80.00	$ 800.00
11-180	Standard, White, Yield Line	LF	20	$ 20.00	$ 400.00
11-211	Standard, Yellow, Solid 6"	NM	1	$ 7,000.00	$ 7,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 2.00	$ 60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$ 3.00	$ 90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 6.20	$ 186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 6.20	$ 248.00
11-231	Standard, Yellow, Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 4.00	$ 200.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 9,000.00	$ 27,000.00
11-122	Durable, White, Solid 8"	LF	30	$ 4.00	$ 120.00
11-123	Durable, White, Solid 12"	LF	100	$ 11.00	$ 1,100.00
11-124	Durable, White, Solid 18"	LF	30	$ 17.00	$ 510.00
11-125	Durable, White, Solid 24"	LF	250	$ 22.00	$ 5,500.00
11-131	Durable, White Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 5.00	$ 150.00
11-160	Durable, White, Message	EA	15	$ 200.00	$ 3,000.00
11-170	Durable, White, Arrows	EA	10	$ 120.00	$ 1,200.00
11-180	Durable, White, Yield Line	LF	20	$ 24.00	$ 480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 9,000.00	$ 18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 4.00	$ 120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$ 7.00	$ 210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 17.00	$ 510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$ 18.00	$ 720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 5.00	$ 250.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	2	$ 13,000.00	$ 26,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 6.00	$ 180.00
11-123	Thermo, Standard, White, Solid 12"	LF	100	$ 16.00	$ 1,600.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$ 24.00	$ 720.00
11-125	Thermo, Standard, White, Solid 24"	LF	100	$ 32.00	$ 3,200.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$ 4,000.00	$ 4,000.00

11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$ 180.00
11-160	Thermo, Standard, White, Message	EA	15	$	500.00	$ 7,500.00
11-170	Thermo, Standard, White, Arrows	EA	10	$	200.00	$ 2,000.00
11-180	Thermo, Standard, White, Yield Line	LF	20	$	30.00	$ 600.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$	3,000.00	$ 3,000.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$	6.00	$ 180.00
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$	16.00	$ 480.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$	24.00	$ 720.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$	32.00	$ 1,280.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1	$	4,000.00	$ 4,000.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$	6.00	$ 300.00
	SHOULDER AND ROADSIDE					
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$	3.95	$ 1,185.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$	7.50	$ 2,250.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2347	$	5.65	$ 13,258.67
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$	750.00	$ 37,500.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$	150.00	$ 7,500.00
577-70	SHOULDER REWORK	SY	2347	$	2.25	$ 5,280.00
104-13-1	SILT FENCE TYPE III	LF	500	$	3.00	$ 1,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$	250.00	$ 12,500.00
101-1	**MOBILIZATION**					
	Work Order Total $0.00 - $50,000	LS	1	$	5,500.00	$ 5,500.00
	Work Order Total $50,001 - $100,000	LS	1	$	6,500.00	$ 6,500.00
	Work Order Total $100,001 - $500,000	LS	1	$	7,500.00	$ 7,500.00
	Work Order Total Over $500,000	LS	1	$	8,500.00	$ 8,500.00
102-1	**Maintenance of Traffice (MOT)**					
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	10	$	2,500.00	$ 25,000.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):					$ 864,699.67

PC-007 FULL DEPTH RECLAMATION (FDR) WITH CEMENT

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
	EXCAVATION,EMBANKMENT & ROADWAY				
120-1	Excavation Regular	CY	1,500	$ 45.00	$ 67,500.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 50.00	$ 125,000.00
285	General Use Optional Base Material	CY	500	$ 55.00	$ 27,500.00
PC-001	**Milling from 0 to 1,000 Square Yards**				
PC-001-1	0" - 1"	Sq Yd	1000	$ 14.00	$ 14,000.00
PC-001-2	1.01" - 2"	Sq Yd	1000	$ 14.25	$ 14,250.00
PC-001-3	2.01" - 3"	Sq Yd	1000	$ 16.00	$ 16,000.00
PC-001-4	3.01" -4"	Sq Yd	1000	$ 17.50	$ 17,500.00
PC-001-5	greater than 4"	Sq Yd	1000	$ 22.50	$ 22,500.00
	Milling from 1,001 to 5,000 Square Yards				
PC-001-6	0" - 1"	Sq Yd	5000	$ 6.50	$ 32,500.00
PC-001-7	1.01" - 2"	Sq Yd	5000	$ 6.85	$ 34,250.00
PC-001-8	2.01" - 3"	Sq Yd	5000	$ 7.85	$ 39,250.00
PC-001-9	3.01" -4"	Sq Yd	5000	$ 8.75	$ 43,750.00
PC-001-10	greater than 4"	Sq Yd	5000	$ 10.25	$ 51,250.00
	Milling from 5,001 to 25,000 Square Yards				
PC-001-11	0" - 1"	Sq Yd	15000	$ 4.00	$ 60,000.00
PC-001-12	1.01" - 2"	Sq Yd	15000	$ 4.45	$ 66,750.00
PC-001-13	2.01" - 3"	Sq Yd	15000	$ 5.35	$ 80,250.00
PC-001-14	3.01" -4"	Sq Yd	15000	$ 5.95	$ 89,250.00
PC-001-15	greater than 4"	Sq Yd	15000	$ 7.45	$ 111,750.00
	Milling over 25,000 Square Yards				
PC-001-16	0" - 1"	Sq Yd	56000	$ 3.50	$ 196,000.00
PC-001-17	1.01" - 2"	Sq Yd	56000	$ 4.10	$ 229,600.00
PC-001-18	2.01" - 3"	Sq Yd	56000	$ 4.50	$ 252,000.00
PC-001-19	3.01" -4"	Sq Yd	56000	$ 5.70	$ 319,200.00
PC-001-20	greater than 4"	Sq Yd	56000	$ 6.90	$ 386,400.00
334	**Asphalt Types from 0 to 100 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	100	$ 316.00	$ 31,600.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	100	$ 314.00	$ 31,400.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	100	$ 375.00	$ 37,500.00
334	**Asphalt Types from 101 to 1,000 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	1000	$ 179.00	$ 179,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	1000	$ 177.00	$ 177,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	1000	$ 250.00	$ 250,000.00
334	**Asphalt Types over 1,001 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	4700	$ 170.00	$ 799,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	6300	$ 168.00	$ 1,058,400.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	1500	$ 245.00	$ 367,500.00
	Asphaltic Concrete for Handwork	Ton	150	$ 575.00	$ 86,250.00
PC-008	**Full Depth Reclamation (FDR)**				
PC-008-1	Excavation for Widening or Unsuitable Material	CY	1200	$ 48.00	$ 57,600.00
PC-008-2	Added RAP or Aggregate	Ton	500	$ 50.00	$ 25,000.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards				
PC-008-3	Pulverization	Sq Yd	10500	$ 11.45	$ 120,225.00
PC-008-4	Portland Cement	Ton	150	$ 250.00	$ 37,500.00
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards				
PC-008-7	Pulverization	Sq Yd	30000	$ 9.25	$ 277,500.00
PC-008-8	Portland Cement	Ton	350	$ 250.00	$ 87,500.00
	Full Depth Reclamation (FDR) over 50,000 Square Yards				
PC-008-11	Pulverization	Sq Yd	56000	$ 8.35	$ 467,600.00
PC-008-12	Portland Cement	Ton	700	$ 250.00	$ 175,000.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	500	$ 3.95	$ 1,975.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 7.50	$ 2,250.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	6000	$ 5.65	$ 33,900.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 750.00	$ 37,500.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 150.00	$ 7,500.00
577-70	SHOULDER REWORK	SY	6000	$ 2.25	$ 13,500.00
104-13-1	SILT FENCE TYPE III	LF	500	$ 3.00	$ 1,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$ 250.00	$ 12,500.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1500	$ 0.60	$ 900.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1500	$ 6.60	$ 9,900.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 6.00	$ 180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 12.00	$ 360.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	3	$ 7,000.00	$ 21,000.00

11-122	Standard, White, Solid 8"	LF	30	$	2.00	$	60.00
11-123	Standard, White, Solid 12"	LF	30	$	10.00	$	300.00
11-124	Standard, White, Solid 18"	LF	100	$	16.00	$	1,600.00
11-125	Standard, White, Solid 24"	LF	60	$	20.00	$	1,200.00
11-131	Standard, White Skip 6"	GM	0.22	$	1,700.00	$	374.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	4.00	$	120.00
11-160	Standard, White, Message	EA	15	$	140.00	$	2,100.00
11-170	Standard, White, Arrows	EA	10	$	80.00	$	800.00
11-180	Standard, White, Yield Line	LF	30	$	20.00	$	600.00
11-211	Standard, Yellow, Solid 6"	NM	3	$	7,000.00	$	21,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$	2.00	$	60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$	3.00	$	90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$	6.20	$	186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$	6.20	$	248.00
11-231	Standard, Yellow, Skip 6"	GM	0.25	$	1,700.00	$	425.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	4.00	$	120.00
710	**Durable Pavement Markings**						
11-111	Durable, White, Solid 6"	NM	3	$	9,000.00	$	27,000.00
11-122	Durable, White, Solid 8"	LF	30	$	4.00	$	120.00
11-123	Durable, White, Solid 12"	LF	100	$	11.00	$	1,100.00
11-124	Durable, White, Solid 18"	LF	30	$	17.00	$	510.00
11-125	Durable, White, Solid 24"	LF	250	$	22.00	$	5,500.00
11-131	Durable, White Skip 6"	GM	1	$	3,000.00	$	3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	5.00	$	150.00
11-160	Durable, White, Message	EA	15	$	200.00	$	3,000.00
11-170	Durable, White, Arrows	EA	10	$	120.00	$	1,200.00
11-180	Durable, White, Yield Line	LF	20	$	24.00	$	480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$	9,000.00	$	18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$	4.00	$	120.00

11-223	Durable, Yellow, Solid 12"	LF	30	$	7.00	$ 210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$	17.00	$ 510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$	18.00	$ 720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$	3,000.00	$ 3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$	5.00	$ 250.00
711	**Thermoplastic Pavement Markings (711)**					
11-111	Thermo, Standard, White, Solid 6"	NM	3	$	13,000.00	$ 39,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$	6.00	$ 180.00
11-123	Thermo, Standard, White, Solid 12"	LF	30	$	16.00	$ 480.00
11-124	Thermo, Standard, White, Solid 18"	LF	100	$	24.00	$ 2,400.00
11-125	Thermo, Standard, White, Solid 24"	LF	60	$	32.00	$ 1,920.00
11-131	Thermo, Standard, White Skip 6"	GM	0.22	$	4,000.00	$ 880.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$ 180.00
11-160	Thermo, Standard, White, Message	EA	15	$	500.00	$ 7,500.00
11-170	Thermo, Standard, White, Arrows	EA	10	$	200.00	$ 2,000.00
11-180	Thermo, Standard, White, Yield Line	LF	30	$	30.00	$ 900.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	3	$	13,000.00	$ 39,000.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$	6.00	$ 180.00
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$	16.00	$ 480.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$	24.00	$ 720.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$	32.00	$ 1,280.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	0.25	$	4,000.00	$ 1,000.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$ 180.00
101-1	**MOBILIZATION**					
	Work Order Total $0.00 - $50,000	LS	1	$	10,000.00	$ 10,000.00
	Work Order Total $50,001 - $100,000	LS	1	$	12,500.00	$ 12,500.00
	Work Order Total $100,001 - $500,000	LS	1	$	20,000.00	$ 20,000.00
	Work Order Total Over $500,000	LS	1	$	25,000.00	$ 25,000.00
102-1	**Maintenance of Traffice (MOT)**					
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$	2,500.00	$ 75,000.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$	75.00	$ 2,250.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):					$ 7,042,173.00

PC-008 FULL DEPTH RECLAMATION (FDR) WITH ASPHALT EMULSION AND CEMENT

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
	EXCAVATION,EMBANKMENT & ROADWAY				
120-1	Excavation Regular	CY	1,500	$ 45.00	$ 67,500.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 50.00	$ 125,000.00
285	General Use Optional Base Material	CY	500	$ 55.00	$ 27,500.00
PC-001	**Milling from 0 to 1,000 Square Yards**				
PC-001-1	0" - 1"	Sq Yd	1000	$ 14.00	$ 14,000.00
PC-001-2	1.01" - 2"	Sq Yd	1000	$ 14.25	$ 14,250.00
PC-001-3	2.01" - 3"	Sq Yd	1000	$ 16.00	$ 16,000.00
PC-001-4	3.01" -4"	Sq Yd	1000	$ 17.50	$ 17,500.00
PC-001-5	greater than 4"	Sq Yd	1000	$ 22.50	$ 22,500.00
	Milling from 1,001 to 5,000 Square Yards				
PC-001-6	0" - 1"	Sq Yd	5000	$ 6.50	$ 32,500.00
PC-001-7	1.01" - 2"	Sq Yd	5000	$ 6.85	$ 34,250.00
PC-001-8	2.01" - 3"	Sq Yd	5000	$ 7.85	$ 39,250.00
PC-001-9	3.01" -4"	Sq Yd	5000	$ 8.75	$ 43,750.00
PC-001-10	greater than 4"	Sq Yd	5000	$ 10.25	$ 51,250.00
	Milling from 5,001 to 25,000 Square Yards				
PC-001-11	0" - 1"	Sq Yd	15000	$ 4.00	$ 60,000.00
PC-001-12	1.01" - 2"	Sq Yd	15000	$ 4.45	$ 66,750.00
PC-001-13	2.01" - 3"	Sq Yd	15000	$ 5.35	$ 80,250.00
PC-001-14	3.01" -4"	Sq Yd	15000	$ 5.95	$ 89,250.00
PC-001-15	greater than 4"	Sq Yd	15000	$ 7.45	$ 111,750.00
	Milling over 25,000 Square Yards				
PC-001-16	0" - 1"	Sq Yd	35000	$ 3.50	$ 122,500.00
PC-001-17	1.01" - 2"	Sq Yd	35000	$ 4.10	$ 143,500.00
PC-001-18	2.01" - 3"	Sq Yd	35000	$ 4.50	$ 157,500.00
PC-001-19	3.01" -4"	Sq Yd	35000	$ 5.70	$ 199,500.00
PC-001-20	greater than 4"	Sq Yd	35000	$ 6.90	$ 241,500.00

334	**Asphalt Types from 0 to 100 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	100	$ 316.00	$ 31,600.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	100	$ 314.00	$ 31,400.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	100	$ 375.00	$ 37,500.00
334	**Asphalt Types from 101 to 1,000 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	1000	$ 179.00	$ 179,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	1000	$ 177.00	$ 177,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 250.00	$ 150,000.00
334	**Asphalt Types over 1,001 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	3000	$ 170.00	$ 510,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	4000	$ 168.00	$ 672,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 245.00	$ 147,000.00
	Asphaltic Concrete for Handwork	Ton	150	$ 575.00	$ 86,250.00
PC-008	**Full Depth Reclamation (FDR)**				
PC-008-1	Excavation for Widening or Unsuitable Material	CY	3500	$ 48.00	$ 168,000.00
PC-008-2	Added RAP or Aggregate	Ton	500	$ 50.00	$ 25,000.00
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards				
PC-008-3	Pulverization	Sq Yd	7000	$ 11.45	$ 80,150.00
PC-008-4	Portland Cement	Ton	150	$ 250.00	$ 37,500.00
PC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	10000	$ 5.25	$ 52,500.00
PC-008-6	Asphaltic Emulsion	Gallon	20000	$ 3.00	$ 60,000.00
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards				
PC-008-7	Pulverization	Sq Yd	30000	$ 9.25	$ 277,500.00
PC-008-8	Portland Cement	Ton	350	$ 250.00	$ 87,500.00
PC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	40000	$ 5.25	$ 210,000.00
PC-008-10	Asphaltic Emulsion	Gallon	55000	$ 3.00	$ 165,000.00
	Full Depth Reclamation (FDR) over 50,000 Square Yards				
PC-008-11	Pulverization	Sq Yd	56000	$ 8.35	$ 467,600.00
PC-008-12	Cement - Cement Treatment	Ton	700	$ 250.00	$ 175,000.00
PC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	100000	$ 5.25	$ 525,000.00
PC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	110000	$ 3.00	$ 330,000.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	500	$ 3.95	$ 1,975.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 7.50	$ 2,250.00

570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	6000	$	5.65	$	33,900.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$	750.00	$	37,500.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$	150.00	$	7,500.00
577-70	SHOULDER REWORK	SY	6000	$	2.25	$	13,500.00
104-13-1	SILT FENCE TYPE III	LF	500	$	3.00	$	1,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$	250.00	$	12,500.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**						
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1500	$	0.60	$	900.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1500	$	6.60	$	9,900.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$	6.00	$	180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$	12.00	$	360.00
710	**PAINTED PAVEMENT MARKINGS**						
11-111	Standard, White, Solid 6"	NM	3	$	7,000.00	$	21,000.00
11-122	Standard, White, Solid 8"	LF	30	$	2.00	$	60.00
11-123	Standard, White, Solid 12"	LF	30	$	10.00	$	300.00
11-124	Standard, White, Solid 18"	LF	100	$	16.00	$	1,600.00
11-125	Standard, White, Solid 24"	LF	60	$	20.00	$	1,200.00
11-131	Standard, White Skip 6"	GM	0.22	$	1,700.00	$	374.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	4.00	$	120.00
11-160	Standard, White, Message	EA	15	$	140.00	$	2,100.00
11-170	Standard, White, Arrows	EA	10	$	80.00	$	800.00
11-180	Standard, White, Yield Line	LF	30	$	20.00	$	600.00
11-211	Standard, Yellow, Solid 6"	NM	3	$	7,000.00	$	21,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$	2.00	$	60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$	3.00	$	90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$	6.20	$	186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$	6.20	$	248.00
11-231	Standard, Yellow, Skip 6"	GM	0.25	$	1,700.00	$	425.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	4.00	$	120.00
710	**Durable Pavement Markings**						
11-111	Durable, White, Solid 6"	NM	3	$	9,000.00	$	27,000.00
11-122	Durable, White, Solid 8"	LF	30	$	4.00	$	120.00
11-123	Durable, White, Solid 12"	LF	100	$	11.00	$	1,100.00
11-124	Durable, White, Solid 18"	LF	30	$	17.00	$	510.00

11-125	Durable, White, Solid 24"	LF	250	$	22.00	$	5,500.00
11-131	Durable, White Skip 6"	GM	1	$	3,000.00	$	3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	5.00	$	150.00
11-160	Durable, White, Message	EA	15	$	200.00	$	3,000.00
11-170	Durable, White, Arrows	EA	10	$	120.00	$	1,200.00
11-180	Durable, White, Yield Line	LF	20	$	24.00	$	480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$	9,000.00	$	18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$	4.00	$	120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$	7.00	$	210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$	17.00	$	510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$	18.00	$	720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$	3,000.00	$	3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$	5.00	$	250.00
711	**Thermoplastic Pavement Markings (711)**						
11-111	Thermo, Standard, White, Solid 6"	NM	3	$	13,000.00	$	39,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$	6.00	$	180.00
11-123	Thermo, Standard, White, Solid 12"	LF	30	$	16.00	$	480.00
11-124	Thermo, Standard, White, Solid 18"	LF	100	$	24.00	$	2,400.00
11-125	Thermo, Standard, White, Solid 24"	LF	60	$	32.00	$	1,920.00
11-131	Thermo, Standard, White Skip 6"	GM	0.22	$	4,000.00	$	880.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$	180.00
11-160	Thermo, Standard, White, Message	EA	15	$	500.00	$	7,500.00
11-170	Thermo, Standard, White, Arrows	EA	10	$	200.00	$	2,000.00
11-180	Thermo, Standard, White, Yield Line	LF	30	$	30.00	$	900.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	3	$	13,000.00	$	39,000.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$	6.00	$	180.00
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$	16.00	$	480.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	1,200	$	24.00	$	28,800.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$	32.00	$	1,280.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	0.25	$	4,000.00	$	1,000.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$	180.00
101-1	**MOBILIZATION**						
	Work Order Total $0.00 - $50,000	LS	1	$	10,000.00	$	10,000.00
	Work Order Total $50,001 - $100,000	LS	1	$	12,500.00	$	12,500.00

	Work Order Total $100,001 - $500,000	LS	1	$ 20,000.00	$ **20,000.00**
	Work Order Total Over $500,000	LS	1	$ 25,000.00	$ **25,000.00**
102-1	**Maintenance of Traffice (MOT)**				
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$ 2,500.00	$ **75,000.00**
102-99-1	Portable Changeable Message Sign	EA/day	30	$ 75.00	$ **2,250.00**
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):				$ **6,968,478.00**

PC-009 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
	EXCAVATION,EMBANKMENT & ROADWAY				
120-1	Excavation Regular	CY	1,500	$ 45.00	$ 67,500.00
120-2-2	Borrow Excavation (Truck Measure)	CY	2,500	$ 50.00	$ 125,000.00
285	General Use Optional Base Material	CY	500	$ 55.00	$ 27,500.00
PC-001	**Milling from 0 to 1,000 Square Yards**				
PC-001-1	0" - 1"	Sq Yd	1000	$ 14.00	$ 14,000.00
PC-001-2	1.01" - 2"	Sq Yd	1000	$ 14.25	$ 14,250.00
PC-001-3	2.01" - 3"	Sq Yd	1000	$ 16.00	$ 16,000.00
PC-001-4	3.01" -4"	Sq Yd	1000	$ 17.50	$ 17,500.00
PC-001-5	greater than 4"	Sq Yd	1000	$ 22.50	$ 22,500.00
	Milling from 1,001 to 5,000 Square Yards				
PC-001-6	0" - 1"	Sq Yd	5000	$ 6.50	$ 32,500.00
PC-001-7	1.01" - 2"	Sq Yd	5000	$ 6.85	$ 34,250.00
PC-001-8	2.01" - 3"	Sq Yd	5000	$ 7.85	$ 39,250.00
PC-001-9	3.01" -4"	Sq Yd	5000	$ 8.75	$ 43,750.00
PC-001-10	greater than 4"	Sq Yd	5000	$ 10.25	$ 51,250.00
	Milling from 5,001 to 25,000 Square Yards				
PC-001-11	0" - 1"	Sq Yd	15000	$ 4.00	$ 60,000.00
PC-001-12	1.01" - 2"	Sq Yd	15000	$ 4.45	$ 66,750.00
PC-001-13	2.01" - 3"	Sq Yd	15000	$ 5.35	$ 80,250.00
PC-001-14	3.01" -4"	Sq Yd	15000	$ 5.95	$ 89,250.00
PC-001-15	greater than 4"	Sq Yd	15000	$ 7.45	$ 111,750.00
	Milling over 25,000 Square Yards				
PC-001-16	0" - 1"	Sq Yd	35000	$ 3.50	$ 122,500.00
PC-001-17	1.01" - 2"	Sq Yd	35000	$ 4.10	$ 143,500.00
PC-001-18	2.01" - 3"	Sq Yd	35000	$ 4.50	$ 157,500.00
PC-001-19	3.01" -4"	Sq Yd	35000	$ 5.70	$ 199,500.00
PC-001-20	greater than 4"	Sq Yd	35000	$ 6.90	$ 241,500.00
334	**Asphalt Types from 0 to 100 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	100	$ 316.00	$ 31,600.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	100	$ 314.00	$ 31,400.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	100	$ 375.00	$ 37,500.00
334	**Asphalt Types from 101 to 1,000 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	1000	$ 179.00	$ 179,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	1000	$ 177.00	$ 177,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 250.00	$ 150,000.00
334	**Asphalt Types over 1,001 Tons**				
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	3000	$ 170.00	$ 510,000.00
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	4000	$ 168.00	$ 672,000.00
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	600	$ 245.00	$ 147,000.00
	Asphaltic Concrete for Handwork	Ton	150	$ 575.00	$ 86,250.00
PC-009	**Cold-in-Place Recycling (CIP)**				
PC-009-1	Excavation for Widening or Unsuitable Material	CY	1200	$ 48.00	$ 57,600.00
PC-009-2	Added RAP	Ton	500	$ 50.00	$ 25,000.00
PC-009-3	Added Aggregate	Ton	500	$ 50.00	$ 25,000.00
	CIP from 0 to 25,000 Square Yards				
PC-009-4	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	10500	$ 12.30	$ 129,150.00
PC-009-5	Asphalt Emulsion	Gal	21000	$ 3.00	$ 63,000.00
PC-009-6	Portland Cement	Ton	150	$ 250.00	$ 37,500.00
	CIP from 25,001 to 50,000 Square Yards				
PC-009-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	30000	$ 11.25	$ 337,500.00
PC-009-8	Asphalt Emulsion	Gal	56000	$ 3.00	$ 168,000.00
PC-009-9	Portland Cement	Ton	350	$ 250.00	$ 87,500.00
	CIP over 50,000 Square Yards				
PC-009-10	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	56000	$ 10.15	$ 568,400.00
PC-009-11	Asphalt Emulsion	Gal	110000	$ 3.00	$ 330,000.00
PC-009-12	Portland Cement	Ton	750	$ 250.00	$ 187,500.00
	SHOULDER AND ROADSIDE				
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	500	$ 3.95	$ 1,975.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$ 7.50	$ 2,250.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	6000	$ 5.65	$ 33,900.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$ 750.00	$ 37,500.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$ 150.00	$ 7,500.00
577-70	SHOULDER REWORK	SY	6000	$ 2.25	$ 13,500.00

104-13-1	SILT FENCE TYPE III	LF	500	$ 3.00	$ 1,500.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	50	$ 250.00	$ 12,500.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1500	$ 0.60	$ 900.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	1500	$ 6.60	$ 9,900.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	30	$ 6.00	$ 180.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	30	$ 12.00	$ 360.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	3	$ 7,000.00	$ 21,000.00
11-122	Standard, White, Solid 8"	LF	30	$ 2.00	$ 60.00
11-123	Standard, White, Solid 12"	LF	90	$ 10.00	$ 900.00
11-124	Standard, White, Solid 18"	LF	1,100	$ 16.00	$ 17,600.00
11-125	Standard, White, Solid 24"	LF	60	$ 20.00	$ 1,200.00
11-131	Standard, White Skip 6"	GM	0.22	$ 1,700.00	$ 374.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
11-160	Standard, White, Message	EA	15	$ 140.00	$ 2,100.00
11-170	Standard, White, Arrows	EA	10	$ 80.00	$ 800.00
11-180	Standard, White, Yield Line	LF	30	$ 20.00	$ 600.00
11-211	Standard, Yellow, Solid 6"	NM	3	$ 7,000.00	$ 21,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 2.00	$ 60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$ 3.00	$ 90.00
11-224	Standard, Yellow, Solid 18"	LF	1,200	$ 6.20	$ 7,440.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 6.20	$ 248.00
11-231	Standard, Yellow, Skip 6"	GM	0.25	$ 1,700.00	$ 425.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 9,000.00	$ 27,000.00
11-122	Durable, White, Solid 8"	LF	30	$ 4.00	$ 120.00
11-123	Durable, White, Solid 12"	LF	100	$ 11.00	$ 1,100.00
11-124	Durable, White, Solid 18"	LF	30	$ 17.00	$ 510.00
11-125	Durable, White, Solid 24"	LF	250	$ 22.00	$ 5,500.00
11-131	Durable, White Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 5.00	$ 150.00
11-160	Durable, White, Message	EA	15	$ 200.00	$ 3,000.00

11-170	Durable, White, Arrows	EA	10	$	120.00	$	1,200.00
11-180	Durable, White, Yield Line	LF	20	$	24.00	$	480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$	9,000.00	$	18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$	4.00	$	120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$	7.00	$	210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$	17.00	$	510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$	18.00	$	720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$	3,000.00	$	3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$	5.00	$	250.00
711	**Thermoplastic Pavement Markings (711)**						
11-111	Thermo, Standard, White, Solid 6"	NM	3	$	13,000.00	$	39,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$	6.00	$	180.00
11-123	Thermo, Standard, White, Solid 12"	LF	90	$	16.00	$	1,440.00
11-124	Thermo, Standard, White, Solid 18"	LF	100	$	24.00	$	2,400.00
11-125	Thermo, Standard, White, Solid 24"	LF	60	$	32.00	$	1,920.00
11-131	Thermo, Standard, White Skip 6"	GM	0.22	$	4,000.00	$	880.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$	180.00
11-160	Thermo, Standard, White, Message	EA	15	$	500.00	$	7,500.00
11-170	Thermo, Standard, White, Arrows	EA	10	$	200.00	$	2,000.00
11-180	Thermo, Standard, White, Yield Line	LF	30	$	30.00	$	900.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	3	$	13,000.00	$	39,000.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$	6.00	$	180.00
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$	16.00	$	480.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	1,200	$	24.00	$	28,800.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$	32.00	$	1,280.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	0.25	$	4,000.00	$	1,000.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$	180.00
101-1	**MOBILIZATION**						
	Work Order Total $0.00 - $50,000	LS	1	$	15,000.00	$	15,000.00
	Work Order Total $50,001 - $100,000	LS	1	$	15,000.00	$	15,000.00
	Work Order Total $100,001 - $500,000	LS	1	$	25,000.00	$	25,000.00
	Work Order Total Over $500,000	LS	1	$	25,000.00	$	25,000.00
102-1	**Maintenance of Traffice (MOT)**						
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$	2,500.00	$	75,000.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$	75.00	$	2,250.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):					$	6,361,192.00

PC-010 CAPE SEAL

Item No.	Description	Unit	Qtys	Unit Price	Total (Unit Price X Qtys)
PC-001-1	**CHIP SEAL (SINGLE APPLICATION)**				
	0 - 25,000	SY	15000	$ 5.15	$ 77,250.00
	25,001 - 50,000	SY	30000	$ 3.45	$ 103,500.00
	50,001 AND OVER	SY	60000	$ 3.35	$ 201,000.00
PC-001-2	**CHIP SEAL (DOUBLE APPLICATION)**				
	0 - 25,000	SY	15000	$ 7.15	$ 107,250.00
	25,001 - 50,000	SY	36000	$ 6.30	$ 226,800.00
	50,001 AND OVER	SY	60000	$ 6.00	$ 360,000.00
PC-002-2	**DOUBLE MICRO**				
	0 - 25,000	SY	15000	$ 8.05	$ 120,750.00
	25,001 - 50,000	SY	30000	$ 6.90	$ 207,000.00
	50,001 AND OVER	SY	60000	$ 6.60	$ 396,000.00
PC-002-3	RUT FILL	TON	500	$ 250.00	$ 125,000.00
902-2-4	Silica Sand	SY	60000	$ 0.20	$ 12,000.00
PC-003	**CRACK FILLING/SEALING**				
PC-003-1	0 - 500	GAL	450	$ 37.00	$ 16,650.00
PC-003-2	501 - 1,000	GAL	850	$ 35.00	$ 29,750.00
PC-003-3	1,001 - 5,000	GAL	2150	$ 33.00	$ 70,950.00
PC-003-4	5,001 AND OVER	GAL	3500	$ 32.00	$ 112,000.00
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**				
PC-011-1	REMOVAL BY WATER BLASTING	SF	35000	$ 3.15	$ 110,250.00
PC-011-2	REMOVAL BY GRINDING	SF	35000	$ 3.15	$ 110,250.00
PC-012	**REFLECTIVE PAVEMENT MARKERS**				
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	3500	$ 0.60	$ 2,100.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	3500	$ 6.60	$ 23,100.00
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	50	$ 6.00	$ 300.00
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	50	$ 12.00	$ 600.00
710	**PAINTED PAVEMENT MARKINGS**				
11-111	Standard, White, Solid 6"	NM	8	$ 7,000.00	$ 56,000.00
11-122	Standard, White, Solid 8"	LF	30	$ 2.00	$ 60.00
11-123	Standard, White, Solid 12"	LF	400	$ 10.00	$ 4,000.00
11-124	Standard, White, Solid 18"	LF	30	$ 16.00	$ 480.00
11-125	Standard, White, Solid 24"	LF	300	$ 20.00	$ 6,000.00
11-131	Standard, White Skip 6"	GM	1	$ 1,700.00	$ 1,700.00
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 4.00	$ 120.00
11-160	Standard, White, Message	EA	15	$ 140.00	$ 2,100.00
11-170	Standard, White, Arrows	EA	10	$ 80.00	$ 800.00
11-180	Standard, White, Yield Line	LF	20	$ 20.00	$ 400.00
11-211	Standard, Yellow, Solid 6"	NM	50	$ 7,000.00	$ 350,000.00
11-222	Standard, Yellow, Solid 8"	LF	30	$ 2.00	$ 60.00
11-223	Standard, Yellow, Solid 12"	LF	30	$ 3.00	$ 90.00
11-224	Standard, Yellow, Solid 18"	LF	30	$ 6.20	$ 186.00
11-225	Standard, Yellow, Solid 24"	LF	40	$ 6.20	$ 248.00
11-231	Standard, Yellow, Skip 6"	GM	3	$ 1,700.00	$ 5,100.00
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 4.00	$ 200.00
710	**Durable Pavement Markings**				
11-111	Durable, White, Solid 6"	NM	3	$ 9,000.00	$ 27,000.00
11-122	Durable, White, Solid 8"	LF	30	$ 4.00	$ 120.00
11-123	Durable, White, Solid 12"	LF	100	$ 11.00	$ 1,100.00
11-124	Durable, White, Solid 18"	LF	30	$ 17.00	$ 510.00
11-125	Durable, White, Solid 24"	LF	250	$ 22.00	$ 5,500.00
11-131	Durable, White Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-151	Durable, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$ 5.00	$ 150.00
11-160	Durable, White, Message	EA	15	$ 200.00	$ 3,000.00
11-170	Durable, White, Arrows	EA	10	$ 120.00	$ 1,200.00
11-180	Durable, White, Yield Line	LF	20	$ 24.00	$ 480.00
11-211	Durable, Yellow, Solid 6"	NM	2	$ 9,000.00	$ 18,000.00
11-222	Durable, Yellow, Solid 8"	LF	30	$ 4.00	$ 120.00
11-223	Durable, Yellow, Solid 12"	LF	30	$ 7.00	$ 210.00
11-224	Durable, Yellow, Solid 18"	LF	30	$ 17.00	$ 510.00
11-225	Durable, Yellow, Solid 24"	LF	40	$ 18.00	$ 720.00
11-231	Durable, Yellow, Skip 6"	GM	1	$ 3,000.00	$ 3,000.00
11-251	Durable, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$ 5.00	$ 250.00
711	**Thermoplastic Pavement Markings (711)**				
11-111	Thermo, Standard, White, Solid 6"	NM	3	$ 13,000.00	$ 39,000.00
11-122	Thermo, Standard, White, Solid 8"	LF	30	$ 6.00	$ 180.00

11-123	Thermo, Standard, White, Solid 12"	LF	400	$	16.00	$ 6,400.00
11-124	Thermo, Standard, White, Solid 18"	LF	30	$	24.00	$ 720.00
11-125	Thermo, Standard, White, Solid 24"	LF	400	$	32.00	$ 12,800.00
11-131	Thermo, Standard, White Skip 6"	GM	1	$	4,000.00	$ 4,000.00
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	30	$	6.00	$ 180.00
11-160	Thermo, Standard, White, Message	EA	15	$	500.00	$ 7,500.00
11-170	Thermo, Standard, White, Arrows	EA	10	$	200.00	$ 2,000.00
11-180	Thermo, Standard, White, Yield Line	LF	20	$	30.00	$ 600.00
11-211	Thermo, Standard, Yellow, Solid 6"	NM	1	$	13,000.00	$ 13,000.00
11-222	Thermo, Standard, Yellow, Solid 8"	LF	30	$	6.00	$ 180.00
11-223	Thermo, Standard, Yellow, Solid 12"	LF	30	$	16.00	$ 480.00
11-224	Thermo, Standard, Yellow, Solid 18"	LF	30	$	24.00	$ 720.00
11-225	Thermo, Standard, Yellow, Solid 24"	LF	40	$	32.00	$ 1,280.00
11-231	Thermo, Standard, Yellow, Skip 6"	GM	3	$	4,000.00	$ 12,000.00
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	50	$	6.00	$ 300.00
	SHOULDER AND ROADSIDE					
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	300	$	3.95	$ 1,185.00
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	300	$	7.50	$ 2,250.00
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	7040	$	5.65	$ 39,776.00
PC-013	CONCRETE WORK (SIDEWALKS/DRIVEWAYS, FLUMES & RAMPS)	CY	50	$	750.00	$ 37,500.00
PC-014	REMOAL OF ASPHALT/CONCRETE & SAWCUTTING	CY	50	$	150.00	$ 7,500.00
577-70	SHOULDER REWORK	SY	7040	$	2.25	$ 15,840.00
104-13-1	SILT FENCE TYPE III	LF	1000	$	3.00	$ 3,000.00
110-10	MAILBOX (REMOVE AND REPLACE)	EA	20	$	250.00	$ 5,000.00
101-1	**MOBILIZATION**					
	Work Order Total $0.00 - $50,000	LS	1	$	8,000.00	$ 8,000.00
	Work Order Total $50,001 - $100,000	LS	1	$	9,000.00	$ 9,000.00
	Work Order Total $100,001 - $500,000	LS	1	$	9,500.00	$ 9,500.00
	Work Order Total Over $500,000	LS	1	$	10,000.00	$ 10,000.00
102-1	**Maintenance of Traffice (MOT)**					
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	30	$	2,500.00	$ 75,000.00
102-99-1	Portable Changeable Message Sign	EA/day	30	$	75.00	$ 2,250.00
	SECTION TOTAL (BASIS OF AWARD FOR SECTION):					$ 3,232,055.00

COMPANY NAME Asphalt Paving Systems, Inc.

July 9, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 1
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum: Question and Answer received.

Respectfully,

Brad Howard
Brad Howard on behalf of Ken Brush
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

Bid # 25-342, Pavement Preservation and Recycling Treatments
Addendum # 1

Question 1: There is not a FDOT prequalified work class for "Maintenance of Traffic" or FDOT certification for Companies to perform maintenance of traffic, certifications are done at the employee level. Please confirm submittal of current employees' valid MOT or Advanced Traffic Control certifications (used for FDOT work) are acceptable to satisfy the requirements of Qualification #2 in the bid package.

Answer: Delete in its entirety Qualifications, item # 2:

Bidder shall submit their FDOT or other State DOT certification to perform placement and maintenance of traffic devices. If the bidder provides other State DOT certification with their bid, the Bidder shall be certified by FDOT to perform this before award of bid.

And Replace with the following:

Bidder shall submit the employee or subcontractor's employee FDOT or other State DOT certification to perform placement and maintenance of traffic devices. If the bidder provides other State DOT certification for their employee or subcontractor's employee with their bid, the Bidder's employee or subcontractor's employee shall be certified by FDOT to perform this before award of bid.

July 16, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 2
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

The Bid Receiving Date has been extended for two (2) weeks. The revised Bid Receiving Date is Wednesday, July 30, 2025.

Please forward any questions you have submitted to Ken Brush that have not been answered via an addendum to Brad Howard: bradhoward@polk-county.net by 4:00 p.m. on Friday July 18, 2025.

Respectfully,

Brad Howard
Brad Howard on behalf of Ken Brush
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

July 28, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 3
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum: Question and Answer received.

The Bid Receiving Date has been extended for one (1) week. The revised Bid Receiving Date is Wednesday, August 6, 2025.

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

Bid # 25-342, Pavement Preservation and Recycling Treatments
Addendum # 1

Question 1: For PC-007 full depth reclamation, please confirm portland cement material is required to be provided by a qualified producer in accordance with FDOT Specification 921-2 and 921-4.

Answer: Correct, the County typically follows FDOT's lead on alternate treatments, and in this case, those details are listed in the FDOT's Developmental Specifications for Full Depth Reclamation, Section 332

Question 2: For PC-008 full depth reclamation with emulsion, please confirm portland cement material is required to be provided by a qualified producer in accordance with FDOT Specification 921-2 and 921-4.

Answer: Please see the answer to question 1 above.

Question 3: For PC-008 full depth reclamation with emulsion, please confirm emulsion shall meet the requirements of FDOT Specification Section 916.

Answer: Please see the answer to question 1 above.

August 6, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 4
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum:

The Bid Receiving Date has been extended for one (1) week. The revised Bid Receiving Date is Wednesday, August 13, 2025.

A Revised Bid Sheet will be issued via Bid 25-342, Addendum 5 with the corrected formulas shortly.

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

August 7, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM # 5
BID # 25-342, Pavement Preservation and Recycling Treatments

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document, and the acknowledgment of its receipt shall be noted in the Addendum.

Contained within this addendum: Revised Bid Sheet

The Bid Sheet has been revised to correct formula errors calculating the total amounts for each section. No line items have been added, or unit quantities have been changed.

To obtain a copy of the Bid 25-342 Addendum 5 Revised Bid Sheet please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is ***procurevendor*** and the password is ***solicitation***. After you have logged in to the FTP site, double click on the file folder "**Bid 25-342, Pavement Preservation and Recycling Treatments.zip**", select "Open" or "Save As" to download the Revised Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Respectfully,

Ken Brush
Ken Brush
Procurement Contracts Manager
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____
Printed Name: Robert Capoferri
Title: President
Company: Asphalt Paving Systems, Inc.

Signature Acknowledgement
(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: 07/15/2025

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: Asphalt Paving Systems, Inc.

Mailing Address: 8940 Gall Blvd

City: Zephyrhills

State: Florida

Zip Code: 33541

(Area Code) Telephone Number: (813) 788-0010

Toll Free Number: N/A

Email Address: FLestimating@asphaltpavingsystems.com

Authorized Signature:

Name: Robert Capoferri

Title: President

This bid may be used by any other Government Agency. [X] YES [ ] NO [ ] N/A

Bidders Incorporation Information
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Asphalt Paving Systems, Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 22-3787755

Address: 8940 Gall Blvd

City: Zephyrhills

State: Florida

Zip Code: 33541

County: Pasco

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Robert Capoferri

Phone Number: (813) 788-0010

Cell Phone Number: N/A

Email Address: FLestimating@asphaltpavingsystems.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: New Jersey

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Asphalt Paving Systems, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Robert Capoferri/President

Date: 07/15/2025

Non-Collusion Affidavit of Prime Bidder
(Submittal Page)

State of Florida

County of Pasco

Robert Capoferri being first duly sworn, deposes and says that:

1. He - She is President of Asphalt Paving Systems, Inc., the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: _____

State of: Florida

County of: Pasco

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15th day of July, 2025, by Robert Capoferri (*name*) as President (*title of officer*) of Asphalt Paving Systems, Inc. (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced N/A as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Mary Fregoso

Notary Commission Number and Expiration: HH 356587 (AFFIX NOTARY SEAL)
Exp. January 31, 2027

MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

Insurance Requirements

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida

330 W Church St, Room 150

Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Insurance

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for automobile liability and general liability
- The General Liability and Workers Compensation policy will contain waiver of subrogation in favor of Polk County

Company Name: Asphalt Paving Systems, Inc.

Bidder Signature: _____ Robert Capoferri / President

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

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

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this 15th day of July, 20 25

Name of Firm Asphalt Paving Systems, Inc.

By _____ Robert Capoferri

Title of Person Signing: President

(SEAL)

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15th day of July, 2025, by Robert Capoferri (*name*) as President (*title of officer*) of Asphalt Paving Systems, Inc. (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced N/A as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Mary Fregoso

Notary Commission Number and Expiration: HH 356587 / Exp. January 31, 2027

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Asphalt Paving Systems, Inc.

Signature: Robert Capoferri

Title: President

Date: 07/15/2025

State of: Florida

County of: Pasco

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15th day of July, 2025, by Robert Capoferri (*name*) as President (*title of officer*) of Asphalt Paving Systems, Inc. (*entity name*), on behalf of the company, who [X] is personally known to me or [ ] has produced N/A as identification.

Notary Public Signature:

Printed Name of Notary Public: Mary Fregoso

Notary Commission Number and Expiration: HH 356587 / Exp. January 31, 2027

(AFFIX NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

Employment Eligibility Verification (E-Verify) Certification

(Florida Statutes, Section 448.095)

PROJECT NAME:

Bid 25-342, Pavement Preservation and Recycling Treatments

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 15th day of July, 2025, ~~2024~~.

ATTEST:

By: _____

PRINTED NAME: Kenneth Messina

Its: Secretary

CONTRACTOR:

By: _____

PRINTED NAME: Robert Capoferri

Its: President

Special Conditions

1. Award will be made based on lowest responsive bid per section. Bidders are not required to bid on all sections but should bid on all items contained within a section in order to be considered responsive. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. The period of performance for this bid is from the date of award through July 30, 2026 ("termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #14 and #15. Bids may be extended by the Procurement Director at the end of any given term in order that the service or provision for goods be continued for a period of no greater than 120 (one hundred and twenty) days.
3. **Performance of Work:** Portions of the work required under this bid may be performed by subcontractors. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.
4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #20.
    - The bid unit price for bituminous material only, will be adjusted during the contract year to reflect increases or decreases in the asphalt price index (API) of bituminous material from the API in effect during the month in which bids are received as per FDOT Standard Specifications Section 9. Refer to the Bituminous Material definition outlined under Specifications Item 3 below.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at https://www.polk-county.net/business/procurement/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. The Successful Bidder must register in our Vendor Database if you have not already done so prior to the award of this bid. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: https://www.polk-county.net/business/procurement/vendor-information/.
7. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.
8. The County may employ other vendors to perform the work or self-perform the work described. Bidder has not been employed as the exclusive vendor to perform any such services.
9. Bidders may attend the Bid Opening via conference call or in person. The conference bridge phone number to call in is (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

Qualifications

1. Bidder must have been in business under the same FEIN number for the past five (5) years. Evidence should be submitted with the bid submittal.
2. Bidder shall submit their FDOT or other State DOT certification to perform placement and maintenance of traffic devices. If the bidder provides other State DOT certification with their bid, the Bidder shall be certified by FDOT to perform this before award of bid.
3. The Bidder shall have a minimum of five (5) years of experience in Maintenance of Traffic in accordance with the specifications and applicable FDOT standards or other State DOT.
4. Bidder should submit with their bid a letter of bondability from their bonding company agent stating their current single job limit and the aggregate limit. The bonding company shall be authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and AM. Best rated A VIII or better.
5. Bidder must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
6. Bidder should submit detailed information regarding the staff that they propose for this project.
7. Bidder should submit a list of three (3) projects per section bid, successfully completed within the last five (5) years as the prime, in which the Contractor's portion of the work exceeded $50,000, with the exception of the Fog Seal, Rejuvenator, and Crack Seal bids, where the contractor's portion of work shall have exceeded $30,000. The projects should have been for a federal, state, or local government agency. The three projects should be provided for each of the following treatments:
    a. Chip seal
    b. Micro-surfacing
    c. Crack sealing/filing
    d. Fog seal
    e. Asphalt rejuvenation
    f. Scrub seal
    g. Full depth reclamation
    h. Cold in place recycling
    i. Cape seal

    For each project identified, please include the following information:
        i. Project Name
        ii. Governmental Agency Name

iii. Contact Person
iv. Email Address
v. Telephone Number
vi. Project Date
vii. Number of Square Yards Treated
viii. Dollar Amount of the Contract

8. Provide a primary and secondary Vendor point of contact for this solicitation to include:
    a. Contact Name
    b. Phone Number
    c. Email Address

The Contact persons provided will be the primary and secondary contact for the County to call/communicate with any requests for service or levels of service provided during the term of the solicitation. If at any time this information changes it will be the vendors sole responsibility to update Roads and Drainage Division staff as soon as possible.

All documentation and information requested in the Qualifications section should be included with the vendor's submittal or must be provided within three (3) business days upon request and prior to award.

IAT INSURANCE GROUP
Surety

Great Place To Work Certified

July 16, 2025

Polk County

Re: Asphalt Paving Systems, Inc.
Project: Bid 25-342, Pavement Preservation and Recycling Treatments

Dear Sir/Ms.:

Please accept this letter as confirmation that the Harco National Insurance Company presently provides a surety bond program for Asphalt Paving Systems, Inc. and affiliates. This program will respond to individual projects upwards of $30,000,000 with an aggregate uncompleted backlog of $100,000,000 for projects of scope and size consistent with their previous experience, and we reserve the right to apply normal understanding standards at the time of each such bond request.

Harco National Insurance Company is AM Best rated A- (Excellent) We consider Asphalt Paving Systems, Inc. to be intelligently managed, well financed and possessing both experienced field force supervision, as well as a significant equipment fleet necessary to prosecute their work.

Very truly yours,

Steven G. Raffuel
Attorney-in-Fact
Harco National Insurance Company
(P) 609-924-2426
(F) 609-498-7565

POWER OF ATTORNEY

Bond # n/a

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEVEN G. RAFFUEL

Princeton, NJ

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 16, 2025

A01482

Irene Martins, Assistant Secretary

POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM

ACCOUNT NO. 190627 **CLASS:** A **PAYMENT DUE BY:** 09/30/2024

OWNER NAME	LOCATION
ROBERT CAPOFERRI	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
ASPHALT PAVING SYSTEMS INC ASPHALT PAVING SYSTEMS INC 9021 WIRE RD ZEPHYRHILLS, FL 33540	230000	LTD NON-LICENSED CONSTRUCTION ONLY

SIGN HERE

SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION AFFIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.	**AMOUNT DUE: 31.50**

PAID - 2521850 07/26/2024 OPY **OLP 31.50 ASPHALT PAVING SYSTEMS INC**

For Your Information: What You Need To Know About Tangible Personal Property

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser`s Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business equipment is more than 25,000 dollars.

To file an initial tangible personal property tax return or for additional information, visit Polk County Property Appraiser`s Office website, polkpa.org.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 190627 **CLASS:** A **EXPIRES:** **09/30/2025**

OWNER NAME	LOCATION
ROBERT CAPOFERRI	POLK COUNTY POLK COUNTY

BUSINESS NAME AND MAILING ADDRESS	CODE	ACTIVITY TYPE
ASPHALT PAVING SYSTEMS INC ASPHALT PAVING SYSTEMS INC 9021 WIRE RD ZEPHYRHILLS, FL 33540	230000	LTD NON-LICENSED CONSTRUCTION ONLY

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 2521850 07/26/2024 OPY **OLP 31.50 ASPHALT PAVING SYSTEMS INC**

FDOT
Dwayne Stephens
Certificate:
607857
Issued: 04/03/2023
Expires: 03/22/2027
Instructor: J. M
Has Completed a FDOT Approved Temporary Traffic Control: Advanced Course.
Training Provider:
ATSSA
SAFER ROADS SAVE LIVES
American Traffic Safety Services Association (ATSSA)
15 Riverside Parkway Ste.100
Fredericksburg, VA 22406
Ph: 540-368-1701
Verify this Certificate at www.fdotadmin.com.

State of Florida
Department of State

I certify from the records of this office that ASPHALT PAVING SYSTEMS, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on December 4, 2009.

The document number of this corporation is F09000004816.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 20, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 2299574064CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

8940 Gall Blvd

Requester's name and address (optional)

6 City, state, and ZIP code

Zephyrhills, FL 33541

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	2	–	3	7	8	7	7	5	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date **12/04/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McKee Risk Management, Inc.
610 Freedom Business Center Drive, Suite 300
King of Prussia, PA 19406-1329

CONTACT NAME: Joseph J. Meola, CIC, CRM
PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824
E-MAIL ADDRESS: rivey@mckeerisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Asphalt Paving Systems Inc.
500 N. Egg Harbor Road
P O Box 530
Hammonton, NJ 08037

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		1000025864251	04/01/2025	04/01/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			1000008480251	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			1000586980251	04/01/2025	04/01/2026	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			1000004574	04/01/2025	04/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Sunbiz.org Division of Corporations

Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

Filing Information

Document Number	F09000004816
FEI/EIN Number	22-3787755
Date Filed	12/04/2009
State	NJ
Status	ACTIVE

Principal Address

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

Mailing Address

P.O. BOX 530
HAMMONTON, NJ 08037

Registered Agent Name & Address

Capoferri, Robert, President
8940 Gall Blvd
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/14/2023

Officer/Director Detail

Name & Address

Title PVPT

CAPOFERRI, ROBERT
2561 AQUA VISTA BOULEVARD
FT LAUDERDALE, FL 33301

Title Secretary

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Whitson, Robert
8940 Gall Blvd
Zephyrhills, FL 33540

Annual Reports

Report Year	Filed Date
2023	03/14/2023
2024	02/09/2024
2025	01/20/2025

Document Images

01/20/2025 -- ANNUAL REPORT	View image in PDF format
02/09/2024 -- ANNUAL REPORT	View image in PDF format
03/14/2023 -- ANNUAL REPORT	View image in PDF format
01/20/2022 -- ANNUAL REPORT	View image in PDF format
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02/12/2019 -- ANNUAL REPORT	View image in PDF format
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01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/24/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
02/13/2012 -- ANNUAL REPORT	View image in PDF format
02/25/2011 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
02/08/2010 -- ANNUAL REPORT	View image in PDF format
12/04/2009 -- Foreign Profit	View image in PDF format

Contractor Pre-Qualification (CPQ)

Prequalified Contractors Listing

7/7/2025 11:49:21 AM EST

Return to Inquiry Menu

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2026	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	8940 GALL BVD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES

DRAINAGE	FLEXIBLE PAVING
GRADING	HOT PLANT-MIXED BITUM. COURSES
* Joint and Crack Sealing	

FLORIDA DEPARTMENT OF TRANSPORTATION
Report Technical Problems to the Service Desk @ 1-866-955-4357 or email: Service Desk
Send Prequalification Questions or Comments to Contracts Administration Office
Internet Privacy Policy, Disclaimers & Credits

Micro Surfacing & Crack Seal References

2.	Project Name	Annual Micro Surfacing
	Owner	Osceola County
	Contact	Matt Perry
	Address	1 Courthouse Square
		Kissimmee, FL 34741
	Telephone Number	407-742-7515
	Project Description	CHIP / FOG/MICRO/CAPE SEAL
	Date	2025 - $2,555,654.88
	Email	mper3@Osceola.org

3.	Project Name	Annual Resurfacing FY 18-19
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Project Description	MICRO / CHIP/CAPE SEAL/CRACK SEAL
	Date	November 2023 - $329,182.41
	Email	sleblanc@ci.zephyrhills.fl.us

5.	Project Name	FY24 Pavement & Roadway Rehabilitation
	Owner	City of Seminole
	Contact	Rodney Due
	Address	9199 113th Street N
		Seminole, FL 33772
	Telephone Number	727-397-6383
	Project Description	MICRO / CHIP SEAL / CAPE SEAL/ CRACK SEAL / SP 9.5
	Date	March 2024 - $602,442.48
	Email	rdue@myseminole.com

7.	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Mike Slaton
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL/CAPE SEAL
	Date & Amount	2021 $491,928.00
	Email	michael.slaton@lakelandgov.net

8.	Project Name	Pavement Alternative Methods (term contract)
	Owner	Polk County
	Contact	Austin Potts
	Address	300 Sheffield Road
		Winter Haven, FL 33880
	Telephone Number	863-393-4114
	Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
	Date & Amount	January 2023 $1,045,268.35
	Email	AustinPotts@polk-county.net

10.	Project Name	Yearly Road Building Services
	Owner	Manatee County
	Contact	Philip Catalano
	Address	1026 26th Avenue E
		Bradenton, FL 34208
	Telephone Number	941-708-7450
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	2020-2023 $772,368.23
	Email	phil.catalano@mymanatee.org

11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave
		Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	MICRO/CRACK SEAL
	Date	FY 2024 $2,098,859.23
	Email	jduffy@eismanrusso.com

Cape Seal References

1.)	Project Name	Pavement Alternative Methods (term contract)
	Owner	Polk County
	Contact	Austin Potts
	Address	300 Sheffield Road
		Winter Haven, FL 33880
	Telephone Number	863-393-4114
	Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
	Date & Amount	January 2023 $1,045,268.35
	Email	AustinPotts@polk-county.net
2.)	Project Name	Annual Resurfacing
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Email	sleblanc@ci.zephyrhills.fl.us
	Project Description	CAPE SEAL
	Date & Amount	May 2025-$197,623.00
3.)	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Mike Slaton
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	PO# 295428 CAPE SEAL
	Date & Amount	2024 $307,012.80
	Email	michael.slaton@lakelandgov.net
4.)	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	September 2024 $799,724.56
	Email	arturo.sivilla@talgov.com

Cold-in-Place Recycling References

Contract Name	Cold In Place Bituminous Base Recycling with Apshalt Resurfacing
Project Name	South Dean Road CIR & Paving
Owner	Orange County
Contact	Hermenegildo (Gildo) Pegado
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7817
Project Description	Cold In Place Recycling / Paving
Date & Amount	September 2024 $3,738,840.00
Email	hermenegildo.pegadocustodiorodrigues@ocfl.net

Contract Name	Cold In Place Bituminous Base Recycling with Apshalt Resurfacing
Project Name	W. Keene Road CIR and Paving
Owner	Orange County
Contact	Hermenegildo (Gildo) Pegado
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7817
Project Description	Cold In Place Recycling / Paving
Date & Amount	March 2025 $671,645.00
Email	hermenegildo.pegadocustodiorodrigues@ocfl.net

Project Name	75th Street Rebase Project
Owner	Manatee County
Contact	Philip Catalano
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-708-7450
Project Description	Cold In Place Recycling
Date & Amount	April 2023 $1,469,037.00
Email	phil.catalano@mymanatee.org

Project Name	Lockwood Ridge Road Rebase
Owner	Manatee County
Contact	Philip Catalano
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-708-7450
Project Description	Cold In Place Recycling
Date & Amount	May 2023 $2,773,771.35
Email	phil.catalano@mymanatee.org

Project Name	Cold In Place Recycling - Rangeline Road
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Date & Amount	February 2024 $644,520.36

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	Roadway Surfacing, Reconstruction & Preservation Bid No. 20-062
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR (Cement & Emulsion), Milling & Paving
Date & Amount	2024 - $7,534,101

Project Name	Blount Rd Reclamation
Owner	City of Pompano Beach
Contact	Arthur Lindsey
Address	1190 NE 3rd Ave
	Pompano Beach, FL 33060
Telephone Number	954-786-4146
Email:	arthur.lindsey@copbfl.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	May 2022 -$523,786

Project Name	Countywide Pavement Management & Rehabilitaion Services
Owner	St Johns County
Address	2750 Industry Center Rd
	St Augustine, FK 32084
Telephone Number	904-209-0184
Contact	Tommy Mashburn
Email:	tmashburn@sjcfl.us
Project Description	FDR (Cement & Emulsion), & Asphalt
Date & Amount	December 2023-Current $1,900,000.00

Project Name	Babcock Street Rehabilitaion
Owner	Brevard County
Contact	Ryan Mertz
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-617-7202
Email:	ryan.mertz@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	Spetember 2021 - $1,564,910

Chip & Fog Seal References

Project Name	Roadway Surfacing, Reconstruction & Preservation Bid No. 20-062
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	CHIP SEAL/FOG SEAL/FDR
Date & Amount	March 2025 -$806,335.40

Project Name	Pavement Preservation 2025
Owner	Osceola County
Contact	Matt Perry
Address	1 Courthouse Square
	Kissimmee, FL 34741
Telephone Number	407-742-7515
Project Description	CHIP & FOG SEAL
Date	March 2025 - $298,970.60
Email	mper3@Osceola.org

Project Name	Alternative Paving Methods NC21-003
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road
	Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG SEAL
Date & Amount	2025 -$721,468.23
Email	Dhern@nassaucountyfl.com

Scrub Seal References

1.)	Project Name	Micro Surfacing - ITB# 2492-B
	Owner	Fayette County-Georgia
	Contact	Bradley Klinger
	Address	140 Stonewall Ave West
		Fayetteville, GA 30214
	Telephone Number	770-320-6039
	Project Description	SCRUB SEAL/MICRO/CHIP
	Date & Amount	May 2025 -$1,690,500.00
	Email	bklinger@fayettecountyga.gov
2.)	Project Name	Micro Surfacing Contract #202501
	Owner	Town of Brooks-Georgia
	Contact	Maurice Ungaro
	Address	961 Highway 85 Connector
		Brooks, GA 30205
	Telephone Number	770-719-7666
	Email	mungaro@brooksga.com
	Project Description	SCRUB SEAL/MICRO/CHIP
	Date & Amount	May 2025-$181,891.52
3.)	Project Name	Hale County SR-60 Project #STPAA-FMGR-0060(501)
	Owner	Alabama DOT
	Contact	James Thompson
	Address	1049 Coliseum Blvd
		Montgomery, AL 36110
	Email:	thompsonj@dot.state.al.us
	Project Description	Scrub Seal / Micro Surfacing
	Date & Amount	January 2025 - $1,616,946.00

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
Hillsborough County Live Oaks Preserve 9401 Oak Preserve Blvd Tampa, FL 33647	HOA Phase 1 & 2 - Oak Preserve Paving	X		2,079,260	May-24	Sola Adewunmi, CMCA, AMS 4131 Gunn Highway Tampa, FL 33618 813-936-4156
Pasco County Board of Comm 7536 State Street New Port Richey, FL 34654	IFB-RH-22-057 Roadway Rehabilitaion and Repaving	X		$2,991,550	Apr-24	
Osceola County BOCC 1 Courthouse Square Suite 4200 Kissimmee, FL 34741	Micro, D Chip, and Full Depth Reclamation	X		2,054,314	Mar-24	Shane King 1 Courthouse Square Kissimmee, FL 34741 407-742-7522 shane.king@osceola.org
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX117 - Resurfacing (Microsurfacing) on SR 50 from Near I-24 (LM 0.39) to Near the Elk River (LM 6.97) Grundy County	X		1,626,220	Jan-24	Shenwar Hussein / TDOT 1210 East Carroll Street Tullahoma, TN 37388 931-454-1901 Shenwar.Hussein@tn.gov
Orange County 400 E. South Street, 2nd Floor Orlando, FL 32801	Y23-009 Cold In-Place Bituminous Recycling with Asphalt Resurfacing	X		7,235,359	Jan-24	Hermenegildo Pegado Orange County Public Works 407-836-7817 hermenegildo.pegadocustodiorodrigues@octfl.com
Superior Construction	Elam Road - Soil Cement, Paving, FDR		X	$1,245,993		
Hernando County 15470 Flight Path Drive Brooksville, FL 34604	Paving / Resurfacing Multiple Roads	X		$2,015,050	Dec-23	Troy McCain, Project Manager 1525 E. Jefferson Street Brooksville, FL 34601 352-754-4062 tmccain@co.hernando.fl.us
Pasco County 7536 State Road New Port Richey, FL 34654	Old Pasco Road Safety Improvements from Post Oak Blvd. to 500 Ft. South of Overpass Rd. Paving	X		$1,933,525	Dec-23	Pasco County 4454 Grand Blvd. New Port Richie, FL 33652 727-834-3611
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX152 - The Microsurfacing on SR 317 from Wesleyan Rd (L.M. 15.34) in Hamilton County to SR 60 (L.M. 3.59) in Bradley County	X		821,648	Nov-23	David Wagner / TDOT david.wagner@tn.gov 1720 6th Street NE Cleveland, TN 37311

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS						
Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
Lake County State of Florida, BCC PO Box 7800 Tavares, FL 32778		X		2,014,861	Nov-23	
Camden County BOC 200 East 4th Street Woodbine, GA 31569	Road Resurfacing Project LMIG 2023 - P23-4200-19	X		1,308,003	Oct-23	Shalana McNamee 200 East 4th St, PO Box 99 Woodbine, GA 31569 912-576-3028 smcnamee@camdencountyga.gov
City of Apopka 120 E Main Street Apopka, FL 32703	Apopka North West Recreation Center Road Resurfacing	X		$1,486,812	Sep-23	Michael Ortiz City of Apopka Public Seervice 407-703-1731 mortiz@apopka.net
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX036 - The Resurfacing (Either Microsurface or Thin Mix Overlay) on SR53, SR83, SR96 and SR141	X		$2,061,427	Sep-23	Bryan Moore / TDOT 497 Ferrell Drive Cookeville, TN 38506 931-526-7652 Bryan.Moore@tn.gov
Florida DOT Construction Engineer 1201 N. Malcolm Mckinley Dr. Tampa, FL 33612	SR 589 and SR 54 Interchange; FPN No. 444486-1-52-01 Contract No. E8T68 Mill and Pave		X	$1,561,909	Aug-23	Prince Contracting, LLC 10210 Highland Manor Drive Suite 110 Tampa, FL 33610
Lamar County Board of Comm 408 Thomaston Street, Suite E Barnesville, GA 30204	2023 Micro Surfacing Project	X		$2,365,104	Aug-23	Sean Townsend Lamar County 408 Thomaston St, Suite E Barnsville, GA 30204 stownsend@lamarcountyga.com
Federal Highway Administration Eastern Federal Lands Hwy Div Quantum Park, Ste E2-3-300 22001 Loudoun County Pky Ashburn, VA 20147	693C7322C000011, Everglades National Park, Project No. NP SER PMS FY21(1) Interior Region 2 South Atlantic Gulf Pavement Preservation Collier, Miami-Dade & Monroe Counties		x	$2,047,120	Aug-23	Central Southern Construction 2410 Harper Street Jacksonville, FL 32204
Federal Highway Administration Eastern Federal Lands Hwy Div Quantum Park, Ste E2-3-300 22001 Loudoun County Pky Ashburn, VA 20147	693C7322C000013 Pavement Preservation of Roads and Parking Areas in Cypress National Preserve, Collier, Miami-Dade & Monroe Counties		x	$1,466,958	Aug-23	Central Southern Construction 2410 Harper Street Jacksonville, FL 32204
Florida DOT Construction Engineer 1201 N. Malcolm Mckinley Dr. Tampa, FL 33612	SR 55 (US 19) from W Jump Ct to CR 44 (W Fort Island Trail) Paving		x	$4,743,660	Jul-23	PCS Civil, Inc. 6920 Asphalt Avenue Tampa, FL 33614 813-868-7719
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX039 - The Resurfacing (Either Microsurfact or Thin Mix Overlay) on US 70 (SR 1) in White County and ont US 70 (SR 24) in Cumberland County	X		$1,404,182	Jul-23	Bryan Moore / TDOT 497 Ferrell Drive Cookeville, TN 38506 931-526-7652 Bryan.Moore@tn.gov

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS

Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX016 - The Resurfacing (Either Micorsurface or Thin Mix Overlay) on SR 156 Near Franklin State Forest to Near Orme Mountain Rd, Marion County	X		$665,796	Jul-23	Carson Voiles / TDOT 17187 Rankin Ave North Dunlap, TN 37343 423-949-2195 carson.voiles@tn.gov
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX018 - The Resurfacing (Either Micorsurface or Thin Mix Overlay) on SR 108 From SR 56 to east of Firetower Road, Grundy County	X		$523,913	Jun-23	Shenwar Hussein 1210 E. Carroll Street Tullahoma, TN 37388 423-949-2195 shenwar.hussein@tn.gov
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	CNX015 - The Resurfacing (Either Micorsurface or Thin Mix Overlay) on SR101 from SR30 LM0.00 to the Cumberland County Line	X		$1,206,100	Jun-23	Carson Voiles / TDOT 17187 Rankin Ave North Dunlap, TN 37343 423-949-2195 carson.voiles@tn.gov
City of Jacksonville 214 North Hogan Street Suite 105 Jacksonville, FL 32202	Countywide Asphalt Pavement Preservation and Rehabilitation Bid #CP-0148-22 Microsurfacing	X		$2,183,262	Jun-23	Janet Duffy Eisman & Russo, Inc. 6455 Powers Avenue Jacksonville, FL 32217 904-636-8828
Manatee County	Lockwood Ridge - Cold in Place	X		2,773,771	Jun-23	
Manatee County	75th Street - Cold In Place	X		1,469,037	May-23	
City of Tampa 306 East Jackson Street Tampa, FL 33602	Major Citywide Roadway Improvements and Street Surfacing, 22-C-22022		X	$904,638	Apr-23	CW Roberts Contracting, Inc. 3372 Capital Circle NE Tallahassee, FL 32308
Osceola County Road & Bridge 3850 Old Canoe Creek Rd St Cloud, FL 34769	Micro-Surfacing & Mill + 4" Various County Roads	X		$1,856,899	Apr-23	Shane King 1 Courthouse Squar Kissimmee, FL 34741 407-742-7522 shane.king@osceola.org
Seminole County BOCC 100 East First Street Sanford, FL 32771	Pine Way Full Depth Reclamation	X		$1,162,075	Apr-23	Mike Garcia 100 E. 1st Street Sanford, FL 32771 407-665-5673 mgarcia@seminolecountyfl.gov
Spruce Creek Property Owners Assoc. 212 Cessna Blvd Port Orange, FL 32128	Full Depth Reclamation of Taxiways		X	$1,541,665	Mar-23	386-760-5884 Spruce Creek Property Owners

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS						
Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 59 Fayette & Hardeman Counties - Contract CNW041	X		$2,796,224	Mar-23	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 3 Dyer County - Contract CNW008	X		$1,994,160	Feb-23	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
City of Palm Bay 120 Malabar Rd, SE, Palm Bay, FL 32907	City of Palm Bay, Unit 30		X	$1,513,280	Feb-23	Timothy Rose Contracting
City of Zephyrhills 5335 8th Street Zephyrhills, FL 33542	7th Street from 5th Avenue to N. Avenue - Cold in Place Recycling & Reconstruction	X		$732,871	Jan-23	Shane LeBlanc 5335 8th Street Zephyrhills, FL 33542 813-780-0022 sleblanc@ci.zephyrhills.fl.us
City of Temple Terrace	Resurfacing	X		$820,776	Dec-22	
City of Winder 25 East Midland Avenue Winder, GA 30680	2022 LMIG Micro Surfacing Project Patch Repairs, Cape Seal (Micro &Chip Seal)	X		$756,441	Dec-22	
Spruce Creek POA, Inc. 212-1 Cessna Blvd Port Orange, FL 32128-7432	Spruce Creek Fly-In 2021-2022 Roadway Program Full Depth Reclamation of Taxiways	X		$1,541,665	Dec-22	MBV Engineering, Inc. 1835 20th St Vero Beach, FL 32960 772-569-0035
The A.D. Morgan Corporation 716 N. Renellie Drive Tampa, FL 33609	Manatee County 53rd Avenue Re-Pave		X	$1,106,516	Dec-22	Ajax Paving Industries of FL, LLC One Ajax Drive North Venice, FL 34275
TN Deparment of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 136 White County - Contract CNW060	X		$1,049,808	Dec-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Deparment of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 50 Franklin County Contract CNW123	X		$2,709,069	Dec-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
Pepper Contracting	SR50 From Windemere Rd to E of US 98 & from		X	$6,806,729	Nov-22	Andrew Williams, Proj. Admin.

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS						
Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
6920 Asphalt Avenue Tampa, FL 33614	E of US 98 to E of 301, Hernando County					FDOT-Tampa Operations Center Tampa Ops Deck 813-612-3310 Cell - 813-347-8948 andrew.williams@dot.state.fl.us
TN Deparment of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 165 - Monroe County Contract No. CNW090	X		$2,073,006	Nov-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Deparment of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 312 - Bradley & Hamilton Counties, Contract #CNV105	X		$1,019,557	Nov-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 135 Jackson & Putnam Counties - Contract CNW017	X		$1,137,070	Oct-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
Osceola County BOCC 1 Courthouse Square Kissimmee, FL 34741	Pavement Maintenance & Rehabilitation Continuing Services for Micro & Chip Seal	X		$2,901,612	Oct-22	Matt Perry 3850 Old Canoe Rd St Cloud, FL 34769 mperr3@osceola.org 407-742-7500
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 325 Fentress & Pickett Counties - Contract CNW056	X		$982,149	Oct-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
Georgia DOT 600 West Peachtree Street, NW 19th FL Atlanta, GA 30308	Pavement Preservation and Maintenance Services - District 2, SR 171, Johnson County Bituminous Tack Coat, Micro Surfacing	X		$818,338	Oct-22	Julian Archer District Maintenance Contract Mngr jarcher@dot.ga.gov
City of Pompano Beach PO Box 1300 Pompano Beach, FL 33601	The Paving of Blount Road	X		$765,906	Oct-22	Rob McCaughan 1201 NE 5th Street Pompano Beach, FL 33060
Sumter County BOCC 7375 Powell Road Suite 206 Wildwood, FL 34785-4203	Alternative Paving Methods (173018) Crack Filling, Seal & Micro	X		$1,071,688	Sep-22	Shailesh Patel, PW Director/Eng. 319 E. Anderson Avenue Bushnell, FL 33513 shailesh.patel@sumtercountyfl.gov 352-689-4400
TN Department of Labor 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 84 Overton & Putnam Counties - Contract CNW033	X		$1,870,724	Aug-22	James K. Polk, TNDOT 505 Deaderick Street, Suite 700 Nashville, TN 37243 615-741-2414
QGS Development 1450 S. Park Road	Thonotosassa - Copart Project, Hillsborough County		X	$2,068,231	Aug-22	QGS Development 1450 S Park Road

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS						
Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
Plant City, FL 33566	Full Depth Reclamation					Plant City, FL 33566 813-634-1733
City of Palm Bay 120 Malabar Rd, SE, Palm Bay, FL 32907	Road Bond Paving - Units 24 & 25	X		$7,845,617	Apr-22	Frank Watanabe 120 Malabar Road SE Palm Bay, FL 321-952-3400 frank.watanabe@palmbayflorida.org
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Decatur County Microsurfacing, Striping, Tack Coat, Traffic Control	X		$619,061	Aug-21	Wayne Stinson 229-392-7543 wstinson@dot.ga.gov
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Berrien County Microsurfacing, Striping, Traffic Control	X		$430,676	Dec-21	Wayne Stinson 229-392-7543 wstinson@dot.ga.gov
FL Dept of Transportation District 6 Miami 1000 NW 111th Ave Miami, FL 33172	E6N61 Miscellaneous Construction Improvements along SR 112 Julia Tuttle COSWAY Westbound Shoulder Microsurfacing, Striping, Traffic Control	X		$204,498	Dec-21	
FL Dept of Transportation District 6 Miami 1000 NW 111th Ave Miami, FL 33172	E6N62 Miscellaneous Construction Improvements along SR 112 Julia Tuttle COSWAY Eastbound Shoulder Microsurfacing, Striping, Traffic Control	X		$192,154	Dec-21	
TN Department of Transportation 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 53 & SR 52 Clay County Contract CNV005 Microsurfacing, Pavement Markings, Traffic Control, Fog Seal	X		$928,456	Dec-21	Jason Tays 423-634-7511 jason.tays@tn.gov
TN Department of Transporation 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 111 Pickett County Contract CNV028	X		$821,296	Dec-21	Jason Tays 423-634-7511 jason.tays@tn.gov
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 5, Bryan & Bulloch County Microsurfacing, Striping, Traffic Control	X		$566,279	Nov-21	Donnie Williams 912-687-3568 williams.d@tandh.com
TN Department of Transportation 505 Deaderick Street Suite 700 Nashville, TN 37243-0326	Microsurfacing SR 56 Dekalb & Putnam Counties Contract CNV047 Microsurfacing, Pavement Markings, Traffic Control	X		$830,011	Oct-21	Jason Tays 423-634-7511 jason.tays@tn.gov
City of St. Cloud 1300 9th Street St. Cloud, FL	Alternative Paving Methods (173018) Chip, Micro and Paving	X		$1,719,070	Oct-21	Kevin Feblinger 1300 9th St. St Cloud, FL 34769

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS						
Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
						407-709-5277
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Brooks County Microsurfacing, Striping, Traffic Control	X		$544,457	Sep-21	Wayne Stinson 229-392-7543 wstinson@dot.ga.gov
Walt Disney World Resort PO Box 1000 Miami, FL 32830	Disney Animal Kingdom Micro-Surfacing Parking Lots Microsurfacing	X		$516,147	Sep-21	
City of Palm Bay 120 Malagar Rd SE Palm Bay, FL 32907	Road Bond Paving Unit 11, 15, 18, 23 & 56 Full Depth Reclamation, Microsurfacing, Crack Seal Milling, Traffic Control, Striping	X		$10,001,633	Aug-21	Gregory Stone City of Palm Bay 120 Malabar Rd SE Palm Bay, FL 32907 (321)409-7140
Osceola County 1 Courthouse Square Kissimmee, FL 34741	East Lakeshore Boulevard FDR (173018) Full Depth Reclamation and Paving	X		$1,181,134	Aug-21	Matt Perry 3850 Old Canoe Rd St Cloud, FL 34769 mperry@osceola.org 407-742-7500
Pasco County 7536 State Road New Port Richey, FL 34654	2019-2020 Annual Asphalt Pavement Rehab- ititation Program for Paving Assessments & Programmed Maint. Countywide	X		$6,483,207	Aug-21	Efrain Figueroa Pasco County 4454 Grand Blvd. New Port Richie, FL 33652 727-834-3611
GA Department of Transportation PO Box 746459, Atlanta, GA 30374	Pavement Preservation and Maintenance Services District 4, Cook County Microsurfacing, Striping, Traffic Control	X		$540,469	May-21	Wayne Stinson 229-392-7543 wstinson@dot.ga.gov
Takco Construction 8730 Eastview Drive Cottondale, AL 35453	Insurance Auto Auction - Jupiter, FL Full Depth Reclamation, Fog Seal		X	$512,708	May-21	Ron Geffre 8730 Eastview Drive Cottondale, AL 35453
City of Palm Bay 120 Malagar Rd SE Palm Bay, FL 32907	Road Bond Paving - Emerson Drive Full Depth Reclamation, Microsurfacing, Crack Seal Milling, Traffic Control, Striping	X		$1,099,072	Feb-21	Gregory Stone City of Palm Bay 120 Malabar Rd SE Palm Bay, FL 32907 (321)409-7140
GA DOT PO Box 746459, Atlanta, GA 30374 District 5	Pavement Preservation and Maintenance Services District 5, Screven County, GA	X		$ 817,248	Dec-20	GA DOT PO Box 746459, Atlanta, GA 30374 Donnie Williams 912-687-3568
GA DOT PO Box 746459, Atlanta, GA 30374 District 2	Pavement Preservation and Maintenance Services District 2, Dodge County, GA	X		$ 685,239	Dec-20	GA DOT PO Box 746459, Atlanta, GA 30374 Patt Singleton

6 PERFORMANCE RECORD FOR THE PAST FOUR (4) YEARS						
Name and Address of Owner	Project Name & Location Type of Work	Prime	Sub	Contract Price	Date Completed	Engineer In Charge For Owner Address & Phone Number
						770-630-1510
Orange County, FL 4200 S John Young Parkway Orlando FL 32839	Cold-In-Place Bituminous Base Recycling with Asphalt Resurfacing Various Streets Orange County, FL	X		$ 4,899,320	Dec-20	Eddy Quinn, 407-836-7960 4200 S John Young Parkway Orlando FL 32839
Osceola County 1 Courthouse Square Kissimmee, FL 34741	Alternative Paving Metholds Various Streets Osceola County, FL Micro / SP 9.5/ Chip/ Cape Seal	X		$ 1,467,128	Dec-20	Shane LeBlanc 1 Courthouse Square Kissimmee, FL 34741 407-742-7522
City of Palm Bay 120 Malabar Rd, SE, Palm Bay, FL 32907	Road Bond Paving Units 42 & Garvey Palm Bay, FL	X		$ 6,930,072	Sep-20	Hector Franco 120 Malabar Rd, SE, Palm Bay, FL 32907 321-952-3400
Highland County 4344 George Blvd Sebring, FL 33875	CR -621 Full Depth Reclamation Various Streets Highland County, FL	X		$ 690,773	Jul-20	Highland County 4344 George Blvd Sebring, FL 33875 863-402-6529
St Lucie County 2300 Virginia Ave Ft Pierce, FL. 34982	Chip Seal & Asphalt Surfacing Term Contract Various Streets St Lucie County, FL	X		$ 2,789,100	Jan-20	St Lucie County 2300 Virginia Ave Ft Pierce, FL. 34982 Christopher Lestrange 772-462-2511
GA DOT PO Box 610 204 N Highway 301 Jessup, GA 31598	Pavement Preservation and Maintenance Services - District 4, Lee County Microsurfacing, Grassing Striping, Pavement Markings	X		$910,972	Nov-19	Georgia DOT 321 Kinard Brdige Road Lenox, GA 31637 Rodney Pedersen
GA DOT PO Box 610 204 N Highway 301 Jessup, GA 31598	Pavement Preservation and Maintenance Services - District 4, Wilcox County Microsurfacing, Grassing Striping, Pavement Markings	X		$733,863	Nov-19	Georgia DOT 321 Kinard Brdige Road Lenox, GA 31637 Rodney Pedersen
GA DOT PO Box 610 204 N Highway 301 Jessup, GA 31598	Pavement Preservation and Maintenance Services - District 2, Hancock County Single Surface Treatment, Microsurfacing, Striping, Pavement Markings	X		$1,016,237	Nov-19	Georgia DOT District 2 - Maintenance 643 Highway 15 South Tennille, GA 31089
City of Dunedin PO Box 1348 Dunedin, FL 34697	Application of Crack Seal & Micro Surface on Various Street Locations Dunedin, Florida Crack Seal, Microsurfacing, Chip Seal, Full Depth Reclamation, Paving, Milling	X		$552,678	Sep-19	Tim Calvit 737 Louden Ave. 2nd Flr. Dunedin, FL. 34697 727-298-3208
Ajax Paving Industries 510 Gene Green Road Nokomis, FL 34275	State Road 37, Polk County FL Dept of Transportation Milling, Full Depth Reclamation		X	$1,169,355	May-19	Mark Peronto, P.E. 2730 SR 60 West Bartow, FL. 33831 863-519-4211

ASPHALT PAVING SYSTEMS, INC.
EQUIPMENT SCHEDULE
12/31/24

Acquis Date	Description	Serial #	Cost	Acc Deprec 12/31/2024	Net Book Value
03/31/01	Entec Screen	3909	28,750.00	28,750.00	0.00
03/31/01	CAT CB214C Roller	9XK00183	9,281.24	9,281.24	0.00
03/31/01	CAT PS130 Roller	7ND00452	9,303.57	9,303.57	0.00
03/31/01	CAT C563C Roller	4KN00310	35,378.75	35,378.75	0.00
03/31/01	3 - Atlas Air Compressors	6028323-4-5	9,412.96	9,412.96	0.00
03/31/01	CAT D5 Dozer	9DL01312	31,050.00	31,050.00	0.00
03/31/01	Mirco Equip-Hyd Screeds	- various -	51,350.00	51,350.00	0.00
03/31/01	CAT 140H (14')	2ZK01721	78,400.55	78,400.55	0.00
03/31/01	CAT 938F Loader	1KM02168	53,738.10	53,738.10	0.00
03/31/01	Cat 928F Loader	2XL01961	51,428.57	51,428.57	0.00
03/31/01	Cat 928F Loader	2XL02098	51,428.57	51,428.57	0.00
03/31/01	Cat 938F Loader	1KM02274	67,141.87	67,141.87	0.00
03/31/01	Cat 950 Loader	8TK04840	89,517.86	89,517.86	0.00
03/31/01	Cat CB 224C Roller	3AL01253	20,269.79	20,269.79	0.00
03/31/01	Cat CS 433C Roller	3TM00718	47,759.38	47,759.38	0.00
03/31/01	Cat 416C Backhoe	4ZN08713	50,017.42	50,017.42	0.00
03/31/01	Cat 416C Backhoe	4ZN08716	48,008.79	48,008.79	0.00
03/31/01	Cat 426C Backhoe	6XN01942	57,839.42	57,839.42	0.00
03/31/01	Cat 416C Backhoe	4ZN08718	48,008.79	48,008.79	0.00
03/31/01	Cat 426C Backhoe	6XN01944	57,839.42	57,839.42	0.00
03/31/01	Cat 426C Backhoe	6XN04094	58,103.64	58,103.64	0.00
03/31/01	Cat 416C Backhoe	4ZN17998	48,182.23	48,182.23	0.00
03/31/01	3 - Light Standards	62727-8-9	40,204.58	40,204.58	0.00
03/31/01	Ingersoll Rand DD110	149652	63,756.25	63,756.25	0.00
03/31/01	Cat 416C Backhoe	V501611	33,011.90	33,011.90	0.00
03/31/01	Kubota F2S60	10304	12,652.69	12,652.69	0.00
03/31/01	I-R DD-90 Roller	157827	67,762.50	67,762.50	0.00
03/31/01	Traffic Control Equip	- various -	54,800.71	54,800.71	0.00
03/31/01	Bergkamp/1997 LT9513	XVVA36445	12,136.11	12,136.11	0.00
03/31/01	Bergkamp/1997 LT9513	XVVA36446	9,289.07	9,289.07	0.00
03/31/01	Bergkamp/1997 LT9513	XVVA36447	12,136.11	12,136.11	0.00
03/31/01	Bergkamp/1997 LT9513	XVVA36448	9,289.07	9,289.07	0.00
03/31/01	Bobcat 863H	514420272	27,044.31	27,044.31	0.00
03/31/01	Wirtgen WR2500	37565.0104	330,786.69	330,786.69	0.00
03/31/01	RoadTec RX68B	RX68X473	287,981.04	287,981.04	0.00
03/31/01	Bergkamp Paver/LT9513	XAB52559	157,352.34	157,352.34	0.00
03/31/01	RoadTec RP-180-8	RP180-8-125	144,726.56	144,726.56	0.00
03/31/01	DynaPac CP271	23620372	85,074.07	85,074.07	0.00
03/31/01	LayMor 6HC	27107	13,162.50	13,162.50	0.00
03/31/01	RoadTec RX-68D	RX60DX510	472,718.75	472,718.75	0.00
04/01/01	Acquisition - Basis Adj		1,490,786.66	1,490,786.66	0.00
12/31/01	Emulsion mill		125,141.52	125,141.52	0.00
01/09/02	Cat CB-334D Roller	4CZ00460	42,120.00	42,120.00	0.00
10/16/02	CC3500 Concrete Saw		10,292.60	10,292.60	0.00
03/28/03	2 - Emulsion Tanks	LF3867/68	3,800.00	3,800.00	0.00
05/06/04	Used Tar Kettle		4,110.68	4,110.68	0.00
01/23/05	Komatsu PC78MR-6	1446	79,897.00	79,897.00	(0.00)
02/07/05	Cat 935GII Loader	CRD00870	139,650.00	139,650.00	0.00
03/16/05	IR DD-110HF Roller	174754	95,000.00	95,000.00	0.00
04/21/05	Stoltzfus Soil Stabilizer	SST16	71,518.20	71,518.20	(0.00)
05/05/05	Cat 140H Grader	APM02241	231,250.00	231,250.00	0.00
05/17/05	2004 F750 - Etnyre Distrib	4V682322	76,725.00	76,725.00	0.00
05/17/05	2004 F750 - Etnyre Distrib	4V682326	76,725.00	76,725.00	0.00
05/24/05	Cat CB-634C Roller	3BR00509	80,300.00	80,300.00	0.00
08/02/05	Cat 416D Backhoe	BFP15751	52,897.70	52,897.70	0.00
08/02/05	Cat 416D Backhoe	BFP15752	56,055.50	56,055.50	0.00
01/19/06	Ariman 185S Compressor	6B42206	10,815.00	10,815.00	0.00
01/19/06	Ariman 185S Compressor	6B42208	10,815.00	10,815.00	0.00
04/18/06	Cat 420D Backhoe	FDP21090	64,430.00	64,430.00	(0.00)
02/23/07	Cat D5XL Dozer	WGB03157	87,843.00	87,843.00	0.00
02/23/07	Cat 420E Backhoe	HLS01850	71,343.00	71,343.00	0.00
04/03/07	Wacker RT82 Trench Roller	5720367	29,574.80	29,574.80	0.00
06/19/07	Cat CB-534DXW Roller	EAA00566	117,800.00	117,800.00	0.00
06/19/07	Cat CB-434D Roller	CNH0733	97,670.00	97,670.00	0.00
09/20/07	Cat PS-360C Tire Roller	PJF00272	96,300.00	96,300.00	(0.00)
12/07/07	John Deere Gator	DX013029	17,518.00	17,518.00	0.00
03/17/08	CAT 938GII Wheel Loader	CRD02039	145,300.00	145,299.92	0.08
04/03/08	2 - Dresser P3000 Rollers	G394/G391	16,000.00	16,000.00	(0.00)
04/21/08	CAT CB-334E Vibr Roller	C3A00563	53,000.00	53,000.00	(0.00)
04/21/08	CAT CB-534DXW Vibr Roller	EAA00436	117,700.00	117,700.00	0.00
05/01/08	4 - Bergkamp MS-13 Supports	0021-22-23-24	138,225.30	138,225.30	0.00
05/15/08	Rawson 74830 Screen		120,732.00	120,732.00	(0.00)
05/19/08	Kubota Lay-Mor 6HC Sweeper	32361	21,722.07	21,722.07	(0.00)
05/23/08	CAT 938GII Wheel Loader	RTB01624	143,400.00	143,400.00	(0.00)

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09/01/08	Goodwin Wellpoint CD150MV		99,347.37	99,347.37	0.00
09/15/08	Bobcat Hydr Breaker HB980	A00403962	10,245.25	10,245.25	0.00
05/07/09	M-1 Continuous Micro-Paver	09-0054	421,775.00	421,775.00	0.00
06/02/09	2008 Sterling/Etnyre Distrib	8AY56473	100,500.00	100,500.00	0.00
08/14/09	Cat 262C Skid Steer	MST02933	64,860.00	64,860.00	0.00
12/31/09	Cat AP-1055D Paver	FAC00729	363,050.00	363,050.00	0.00
03/15/10	Bobcat Line Grinder	X3.00.00H127	24,947.27	24,947.27	(0.00)
03/29/10	HSB814SS Hyd Box - 8-14 ft	10-0060/61	27,750.00	27,750.00	(0.00)
04/28/10	2008 Sterling/Etnyre Distrib	8AY43843	190,801.00	190,801.00	(0.00)
06/16/10	Cat 328DLCR Excavator	GTN00402	198,300.00	198,300.00	0.00
08/03/10	Cat 262C Skid Steer-Planer	MST03390	49,948.80	49,948.80	0.00
10/27/10	Rawson 38304 Screen	38304	69,000.00	69,000.00	0.00
12/02/10	Cat 938H Wheel Loader	SHC02021	158,280.50	158,280.50	0.00
12/08/10	Bergkamp 8-14' Spreader	10-0150	16,500.00	16,500.00	0.00
07/19/11	Rawson 38304 Screen	610411	102,100.00	102,100.00	(0.00)
10/28/11	Cat 297C Loader	GCP01756	72,999.00	72,999.00	(0.00)
11/05/11	Used Atlas-Copco Compressor		4,000.00	4,133.33	(133.33)
12/22/11	Cat PS360C Tire Roller	PJF00694	152,200.00	152,200.00	0.00
04/25/12	Used - Rawson 530 Screen	44507	70,600.00	70,600.00	0.00
04/27/12	Cat CB34XW Roller	34700244	59,600.00	59,600.00	0.00
06/04/12	Cat PS360C Tire Roller	PJF00470	126,550.00	126,550.00	0.00
07/09/12	Etnyre 4WD Chip Spreader	K6720	241,585.00	241,585.00	0.00
07/12/12	DFI Soil Stabilizer	DFI0003690	79,263.71	79,263.71	0.00
07/12/12	DFI Sand Spreader	DFI0003691	15,700.00	15,700.00	0.00
08/20/12	Used - Wirtgen 2100 Mill	Z9600090	180,300.00	180,300.00	0.00
10/03/12	Cat PC205 Cold Planer	RBG00974	15,830.00	15,830.00	0.00
10/04/12	Used Truck Mount Attenuator		8,500.00	8,500.00	0.00
03/18/13	Cat 140H Grader	APM02915	170,000.00	170,000.00	0.00
05/24/13	Rawson 3830 Harp Screen	810010	69,976.39	69,976.39	0.00
06/14/13	Dickson 6200 Line Grinder	73100	306,278.00	306,278.01	(0.01)
11/01/13	Cat 930H Loader	DHC02306	115,300.00	115,300.00	(0.00)
11/01/13	Cat 930H Loader	DHC02803	110,300.00	110,300.00	0.00
11/01/13	Cat 930H Loader	DHC02294	115,300.00	115,300.00	(0.00)
02/07/14	2014 Yamaha YXM700	EA101650	13,683.64	13,683.64	0.00
02/17/14	Voegele 2100 Paver	7191313	325,350.00	325,350.00	0.00
03/03/14	Cat 930H Loader	DHC02022	115,300.00	115,300.00	(0.00)
03/03/14	Cat PS 360C Tire Roller	PJF00483	124,680.00	124,680.00	(0.00)
03/04/14	Cat CB54 Paver	JLM00139	65,300.00	65,300.00	0.00
03/21/14	Cat 930H Loader	DHC01818	130,300.00	130,300.00	0.00
03/13/14	Etnyre 4WD Chipspreader	K6853	144,408.00	144,408.00	0.00
03/28/14	Used Bergkamp/2002 Sterling	2AK13991	97,000.00	97,000.00	0.00
03/28/14	Used Bergkamp/2001 Freightliner	1HJ46414	97,000.00	97,000.00	0.00
05/02/14	Used 2012 Rawson Screen	SN210812	85,500.00	85,500.00	0.00
06/05/14	Bergkamp M1E Continuous	14B-0102	588,556.13	588,556.13	0.00
07/16/14	Crafco SS250	E1418185	47,794.61	47,794.61	0.00
07/19/14	Cat CS56 Vibratory Roller	CSS01040	97,300.00	97,300.00	0.00
08/13/14	Used Forklift		19,985.00	19,985.00	0.00
09/08/14	Deere 5075E Utility Tractor	EY246019	40,000.00	40,000.00	0.00
10/30/14	Used 2007 Broce MK-1 Broom	500029	42,000.00	42,000.00	0.00
10/30/14	Wirtgen WR250 Reclaimer	08WR.0050	635,500.00	635,500.00	0.00
12/05/14	Engine Lift		15,000.00	15,000.00	0.00
01/09/15	2015 Cat 308E Excavator	0FJX01778	119,300.00	119,300.01	(0.01)
03/09/15	Cat CB54XW Roller	JLM00462	104,300.00	104,300.00	0.00
03/20/15	Wirtgen W150i Milling Machine	0613.0118	446,000.00	446,000.00	0.00
04/27/15	Schwarze Broom/14 Freightliner	EHFS1266	210,859.75	210,859.75	0.00
05/06/15	Broce Broom MK-1 w/ Conveyor	500136	90,975.00	90,975.00	0.00
05/06/15	DFI Spreader/1996	TVA27109	83,850.45	83,850.45	0.00
05/08/15	4 - Wanco Matrix Message Boards		63,500.00	63,500.00	0.00
05/21/15	2014 Bobcat 3600 Utility Vehicle	AVW220015	21,222.00	21,222.00	0.00
07/06/15	2015 Weiler E1250A Material Trsfr	E1250A-1142	435,300.00	435,300.00	0.00
07/06/15	2014 Cat CB54XW Roller	0K3J00139	145,300.00	145,300.00	0.00
07/21/15	Vogele 1800-3i SJ Paver	1482.0529	826,342.00	826,342.00	0.00
08/31/15	4 - Wanco Matrix Message Boards		63,500.00	63,500.00	0.00
10/08/15	Hamm HD120iv Roller	H207.0011	155,822.25	155,822.25	0.00
10/23/15	Hamm GRW280i-25 Tire Roller	H212.0165	170,783.30	170,783.30	0.00
11/16/15	Cat 12MT AWD Grader	F9B00179	272,220.00	272,220.00	0.00
01/11/16	Wirtgen W210i Mill	1520.10665	700,000.00	700,000.00	0.00
01/13/16	Cat 930K Loader	RHNN01462	132,250.00	132,250.00	0.00
01/13/16	Cat TL943C Telehandler	THH00470	76,070.00	76,070.00	0.00
01/13/16	Cat TL943C Telehandler	THH00338	74,570.00	74,570.00	0.00
01/13/16	Cat AP655F Paver	MH600167	398,800.00	398,800.00	0.00
02/15/16	Hamm HD120i Tandem Roller	H207.0214	161,000.00	161,000.00	0.00
02/15/16	Hamm GRW280i Tire Roller	H212.0204	170,000.00	170,000.00	0.00
02/15/16	Cat CB64 Asphalt Roller	DMJ00348	90,300.00	90,300.00	0.00

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03/22/16	2 - Godwin Wellpoints	A18352/560	160,980.11	160,980.11	0.00
03/29/16	Cat 321DLCR Excavator	MPG01284	210,300.00	210,300.00	0.00
04/22/16	Cat 335FLCR Excavator	KNE00444	304,800.00	304,800.00	0.00
04/22/16	Cat 938M Loader	J3R02173	209,800.00	209,800.00	0.00
04/22/16	Cat 321DLCR Excavator	MPG01286	162,300.00	162,300.00	0.00
07/25/16	Wirtgen W210i Recycling Mill	10WR.1079	605,900.00	605,900.00	0.00
09/01/16	CAT 420F Backhoe	SKR04855	86,300.00	86,300.00	0.00
09/01/16	CAT 420F Backhoe	SKR04292	72,300.00	72,300.00	0.00
09/30/16	Case 580SNWT Backhoe	NFC723090	108,046.00	108,046.00	0.00
10/14/16	Wirtgen W210i Recycling Mill	10WR.1100	605,900.00	605,900.00	0.00
10/27/16	Cat 420F Backhoe	SKR05251	85,300.00	85,300.00	0.00
11/08/16	Cat 420F Backhoe	SKR03457	83,800.00	83,800.00	0.00
07/29/16	Scale & Printer - RL		60,000.00	60,000.00	0.00
07/29/16	Spare Pump - RL		3,000.00	3,000.00	0.00
07/29/16	2005 Dvnapak Roller - RL	21120171	20,000.00	20,000.00	0.00
07/29/16	2011 John Deere Loader - RL	BD638674	60,000.00	60,000.00	0.00
07/29/16	2015 Kawasaki Loader - RL	62J1-5023	120,000.00	120,000.00	0.00
07/29/16	2001 Kawasaki Loader - RL	60C20170	25,000.00	25,000.00	0.00
07/29/16	1996 Laymor 6HB-8B Sweeper - RL	24848	7,000.00	7,000.00	0.00
07/29/16	1995 Hyster Forklift - Rockledge Fl	A177B33334K	1,000.00	1,000.00	0.00
07/29/16	1997 Laymor Sweeper - RL	25660	7,000.00	7,000.00	0.00
07/29/16	2006 Reclaimer 600 - RL	565135	200,000.00	200,000.00	0.00
07/29/16	2014 Sakai Roller SV540D - RL	3SV53-10124	85,000.00	85,000.00	0.00
07/29/16	1996 Hypac Roller - RL	A222C1507T	15,000.00	15,000.00	0.00
07/29/16	1998 Hypac Roller - RL	A222C1621V	15,000.00	15,000.00	0.00
07/29/16	2000 Rosco Roller Trupac - RL	37094	15,000.00	15,000.00	0.00
01/09/17	Cat 962M Wheel Loader	EJB00922	280,100.00	280,100.00	0.00
01/13/17	Cat CB-434D Asphalt Roller	CNH01305	97,800.00	97,800.00	0.00
01/31/17	Wirtgen 3200CR Recycling Mill	0821.0779	1,100,320.00	1,100,320.00	0.00
01/31/17	Hamm Tire Roller	H228.0059	105,850.00	105,850.00	0.00
01/31/17	Hamm Tire Roller	H228.0065	105,850.00	105,850.00	0.00
02/13/17	Cat PS-360C Tire Roller	PJF00695	115,300.00	115,300.00	0.00
02/17/17	Used Backhoe Bucket		5,110.00	5,110.00	0.00
02/27/17	Ritchie Bros - Dyna Pac Roller		22,055.75	22,055.75	0.00
04/20/17	Bergkamp M1E Paver	M1E- CA0003-17	592,074.55	592,074.55	0.00
05/31/17	2017 Etnyre 4WD V Chipspreader	K7141	272,270.00	272,270.00	0.00
06/01/17	Used Pug Mill		20,000.00	20,000.00	0.00
06/09/17	Rubble Master HS3500 Screening Plant	RMS3500M-4-00	137,500.00	137,500.00	0.00
06/27/17	200 TPH Portable Pug Mill		218,140.00	218,140.00	0.00
07/12/17	CAT 415F2 - Backhoe Loader - USED	HWA00341	77,800.00	77,800.00	0.00
07/12/17	CAT 415F2 - Backhoe Loader - USED	HWA00264	69,800.00	69,800.00	0.00
07/12/17	CAT 415F2 - Backhoe Loader - USED	HWA00265	69,800.00	69,800.00	0.00
06/30/17	2013 Airman 185 - compressor	6C21054	10,689.23	10,689.23	0.00
06/30/17	2013 Airman 185 - compressor	6C21089	10,689.23	10,689.23	0.00
06/30/17	2013 Airman 185 - compressor	6C22375	10,687.17	10,687.17	0.00
07/31/17	CAT CB24B Asphalt Compactor	2X400953	47,200.00	47,200.00	0.00
08/01/17	CAT 415F2 Backhoe Loader	HWA00184	69,800.00	69,800.00	0.00
08/09/17	Conibear Sand Spreader	TMSS15684- SN 3739	47,500.00	47,500.00	0.00
09/01/17	2013 Vogele 2100-3i Asphalt Paver	819.0253	469,375.00	469,375.00	0.00
09/22/17	2017 Bergkamp M310 Truck Mounted Paver	M310-BA0002-17/ AH19523	205,767.64	205,767.64	0.00
09/22/17	2017 Bergkamp M310 Truck Mounted Paver	M310-BA0003-17 / AH19524	205,767.64	205,767.64	0.00
09/26/17	2016 Caterpillar 415F2 Backhoe Loader	HWA00375	81,350.00	81,350.00	0.00
09/26/17	2016Caterpillar 415F2 Backhoe Loader	HWA00399	81,350.00	81,350.00	0.00
10/09/17	2016Caterpillar 415F2 Backhoe Loader	HWA00338	81,500.00	81,500.00	0.00
01/19/18	Hamm GRW 180i-20 Pneumatic Roller	H2280131	137,093.00	135,460.94	1,632.06
01/19/18	Hamm HD 120i Roller	H2070228	189,599.00	187,341.87	2,257.13
02/23/18	2014 Caterpiller TL642C Telehandler	THG01090	48,240.00	47,091.43	1,148.57
02/23/18	2018 Caterpillar 926M Wheel Loader	LTE04548	189,300.00	184,792.86	4,507.14
02/23/18	2018 Caterpillar 12M3 Motor Grader	N9F00799	366,907.14	358,171.26	8,735.88
04/05/18	2018 Bergkamp Paver (2001 Sterling AT9513)	SN M310E3-BA00009-18/ AH55685	210,267.65	202,758.09	7,509.56
04/09/18	2016 Rawson Screen	SN 412116	121,103.00	116,777.89	4,325.11
04/09/18	2018 Freightliner / Etnyre S2000 Distributor	SN S7342, VIN 1FVACXFC4JHJT2434	162,500.00	156,696.43	5,803.57
03/27/18	DFI 30 TON SSU Spreader	SN 18DF1004242	101,728.76	98,095.59	3,633.17
04/30/18	2015 CAT CP56B Vibratory Compactor	SN LHC00668	155,350.00	147,952.38	7,397.62
05/01/18	2015 CAT 12M3 Motor Grader	SN: N9F00315	269,350.00	256,523.81	12,826.19
05/08/18	Wirtgen Cold Recycling Machine WR250i	SN: 11WR.0010	960,600.00	914,857.14	45,742.86
05/16/18	Crafco SS125DC Crack Sealers	SN: J1418182	62,751.13	59,015.94	3,735.19
05/16/18	Crafco SS125DC Crack Sealers	SN: J1418180	66,908.39	62,925.75	3,982.64
05/16/18	Crafco SS125DC Crack Sealers	SN: J1418181	66,908.39	62,925.75	3,982.64
05/16/18	Crafco SS125DC Crack Sealers	SN: J1418183	62,751.13	59,015.94	3,735.19
05/18/18	2018 Freightliner / Etnyre 4200 Distributor	SN: 00S7399; VIN 1FVHG3FE8JHJZ0138	270,025.00	253,952.08	16,072.92
06/05/18	2018 Etnyre Semi Trailer Mixing Tank	1E9T85733JE007225	114,511.00	107,694.87	6,816.13
08/24/18	2018 Freightliner/Schwarze M6 Street Sweeper	1FVACXFC9JHJN7197	277,800.00	251,342.86	26,457.14
08/24/18	2018 Wirtgen WR240i Cold Recycling Machine	SN: 10WR.1183	728,500.00	659,119.05	69,380.95

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Acquis Date	Description	Serial #	Cost	Acc Deprec 12/31/2024	Net Book Value
10/17/18	2017 CAT 415F2 Loader Backhoe	SN: HWA00373	67,250.00	59,244.05	8,005.95
10/17/18	2017 Vermeer BC150019VP Brush Chipper	SN: 1VR2181VXH1008417	64,650.00	56,953.57	7,696.43
07/03/18	Beau Roc Dump Body	SN: DL-383310	37,376.50	34,706.75	2,669.75
11/27/18	2019 CAT Compact Track Loader 299DX2HP	SN: DX203876	102,849.60	89,381.20	13,468.40
11/28/18	2018 Bergkamp M310 Truck Mounted Paver	M310E3-BA0010-18	206,946.63	179,846.48	27,100.15
11/28/18	2018 Bergkamp M310 Truck Mounted Paver	M310E3-BA0011-18	206,946.63	179,846.48	27,100.15
11/28/18	2018 Bergkamp M310 Truck Mounted Paver	M310E3-BA0012-18	206,946.63	179,846.48	27,100.15
11/28/18	2018 Bergkamp M310 Truck Mounted Paver	M310E3-BA0013-18	206,946.63	179,846.48	27,100.15
11/28/18	2018 Bergkamp M310 Truck Mounted Paver	M310E3-BA0014-18	206,946.64	179,846.48	27,100.16
11/28/18	2018 Bergkamp M310 Truck Mounted Paver	M310E3-BA0015-18	206,946.64	179,846.48	27,100.16
11/30/18	2018 CAT Motor Grader 12M3	N9F01037	279,850.00	243,202.98	36,647.02
05/02/18	Deutz Diesel/Drum D807 Skid Mounted Blower Pack	kraft tank co	21,963.00	20,917.14	1,045.86
12/20/18	Buffalo BT-Mega Blower with Transport Trailer	181261	15,764.51	13,700.11	2,064.40
12/20/18	Buffalo BT-Mega Blower with Transport Trailer	181262	15,764.51	13,700.11	2,064.40
01/16/19	Bergkamp M1E4 Continuous Paver	M1E4-AA0005-18	653,250.00	552,151.79	101,098.21
02/26/19	2019 Etnyre Distributor on 2019 Freightliner Chassis	SN S7757, VIN 1FVACXFE1KHKK0375	169,000.00	140,833.33	28,166.67
02/27/19	2018 John Deere 4052R Broom Tractor	SN 1LV4052RKKK402739	65,421.08	54,517.57	10,903.51
02/27/19	2018 John Deere 4052R Broom Tractor	SN 1LV4052RCJJ402403	65,421.08	54,517.57	10,903.51
02/27/19	2011 CAT PS360C Pneumatic Tire Compactor	PJF00597	87,100.00	72,583.33	14,516.67
04/05/19	2014 Genie Lift Z80/60 w/ 80' Articulation Boom	SN: Z8014-5083	71,000.00	58,321.43	12,678.57
04/05/19	2017 CAT Wheel Loader 926M	SN: LTE04278	150,000.00	123,214.29	26,785.71
04/15/19	2018 Vogele 1800-3i Spray Jet Asphalt Paver	SN: 1482.2479	817,650.00	671,641.07	146,008.93
04/16/19	2019 Etnyre Distributor on 2019 Freightliner Chassis	SN:S7734, VIN 1FVACXFC9LHKT6940	166,500.00	134,785.71	31,714.29
04/19/19	2012 CAT Roller PS360C	SN: PJF00753	120,000.00	97,142.86	22,857.14
05/30/19	Air Compressor 185 CFM	SN: B4-6C22700	14,250.00	11,366.07	2,883.93
05/30/19	Air Compressor 185 CFM	SN: B4-6C22602	14,250.00	11,366.07	2,883.93
06/14/19	2018 CAT 299d Compact Track Loader	SN: FD203686	70,575.00	56,291.96	14,283.04
06/14/19	2017 CAT 926M Wheel Loader	SN: LTE00325	131,600.00	104,966.67	26,633.33
07/05/19	2011 CAT PS360C Roller	SN: JF00642	81,700.00	64,192.86	17,507.14
07/18/19	Wirtgen Cold Recycler W380CRi	SN: 04CR.004	1,378,818.79	1,066,943.11	311,875.68
07/18/19	Wirtgen Milling Machine WR240I	SN: 10WR1156	637,321.43	493,165.39	144,156.04
08/07/19	2019 Etnyre Distributor on 2020 Freightliner Chassis	SN: S7741 VIN:1FVACXFC8LHKT6945	155,500.00	120,327.38	35,172.62
08/23/19	2019 Crafco Patcher II	VIN: 1C9TP1225K1418185	62,434.00	47,568.76	14,865.24
09/12/19	2019 Elgin Broom Bear Sweeper on '19 Freightliner Chassis	SN: 4MH11472 & VIN: 1FVACXFE4KHKT226	259,400.00	194,550.00	64,850.00
10/15/19	2019 Crafco Patcher II	VIN: 1C9TP1227K1418365	69,323.43	51,992.57	17,330.86
10/24/19	2019 Wirtgen W210FI Cold Milling Machine	SN: 2320.0047	623,132.15	459,930.87	163,201.28
11/22/19	2015 CAT 420F Loader Backhoe	SN: SKR04851	38,000.00	27,595.24	10,404.76
11/22/19	2015 CAT 420F Loader Backhoe	SN: SKR04861	31,000.00	22,511.90	8,488.10
11/22/19	2015 CAT 420F Loader Backhoe	SN: SKR05348	30,000.00	21,785.71	8,214.29
12/23/19	2018 CAT 926M Wheel Loader	SN: LTE05692	169,000.00	120,714.29	48,285.71
12/27/19	2019 Wirtgen Cold Milling Machine W150 CFI	SN: 08130286	518,839.08	370,599.34	148,239.74
02/06/20	2 Frak Tanks		53,025.00	37,243.75	15,781.25
02/04/20	2020 ETNYRE S2000 / FREIGHTLINER	SN:S8108 VIN:3ALACXFC6LDMA1490	165,250.00	116,068.45	49,181.55
02/04/20	2020 ETNYRE S2000 / FREIGHTLINER	SN: S8109 VIN: 3ALACXFC5LDMA1481	165,250.00	116,068.45	49,181.55
02/28/20	2014 Magnum MLT3060K Portable Light Tower		1,177.00	812.69	364.31
03/12/20	2018 Weiler Road Widener W430A	W1408	152,765.00	103,661.96	49,103.04
04/20/20	2020 ETNYRE S2000 / FREIGHTLINER	SN: S8112 VIN: 3ALACXFC7LDMA1482	165,500.00	110,333.33	55,166.67
04/27/20	DFI Soil Stabilization Spreader	SN: 20DFI004469	105,907.80	70,605.20	35,302.60
05/06/20	2019 Vogele Super 1800-3i Spray Jet Paver	SN: 1482.2702	922,160.00	603,795.24	318,364.76
05/19/20	Bergkamp Mobile Support unit	SN:MS13-BA0021-20	62,082.66	40,649.36	21,433.30
05/19/20	Bergkamp Mobile Support unit	SN:MS13-BA0022-20	62,082.66	40,649.36	21,433.30
05/19/20	Bergkamp Mobile Support unit	SN:MS13-BA0023-20	62,082.66	40,649.36	21,433.30
05/15/20	2019 Writgen W200i Milling Machine	SN:1420.1657	584,800.00	382,904.76	201,895.24
06/02/20	Bergkamp M1E4 Continuous Paver	SN: M1E4- CA0003-20	785,719.63	514,459.28	271,260.35
06/10/20	Silent MSGR Solar Powered PCMS	N/A Message Boards	19,530.00	12,787.50	6,742.50
06/10/20	Silent MSGR Solar Powered PCMS	N/A Message Boards	19,530.00	12,787.50	6,742.50
06/22/20	2020 ETNYRE S2000 / FREIGHTLINER	SN:S8100/ VIN: 3ALACXFC0LDMA1484	165,000.00	106,071.43	58,928.57
04/01/20	Broom Scissor Lift Assembly	101S/29425	41,068.19	27,867.70	13,200.49
06/19/20	Cold Jet Dry Ice Blasting Machine	Model: Aero 40 FP Part#2A0290	26,495.50	17,032.82	9,462.68
08/26/20	Hydraulic Spreader Box	SN: HSB14-AA0072-20	25,455.16	15,757.96	9,697.20
08/28/20	2019 CAT 966M Medium Wheel Loader	SN: GMS00566	382,600.00	236,847.62	145,752.38
08/28/20	2020 CAT 972M Wheel Loader	SN: LSJ02742	412,000.00	255,047.62	156,952.38
09/11/20	2020 John Deere 672G Motor Grader With 6WD	SN: 1DW672GPELF707798	407,311.34	252,145.12	155,166.22
09/23/20	Hydraulic Spreader Box	SN: HSB14-AA0075-20	25,761.17	15,640.71	10,120.46
09/15/20	2019 12M3 Motor Grader	SN: N9F01325	315,499.68	195,309.33	120,190.35
09/15/20	2019 12M3 Motor Grader	SN: N9F01297	315,499.68	195,309.33	120,190.35
09/23/20	2020 Caterpillar PC306BXD Cold Planer	SN: JP600141	18,220.00	11,062.14	7,157.86
09/23/20	2020 Caterpillar Skid Steer Loader	SN: GJ200717	71,279.60	43,276.90	28,002.70
10/08/20	2020 Caterpillar CB22B Asphalt Compactor	SN: 2B2000417	44,300.00	26,896.43	17,403.57
10/22/20	272D3XE Skid Steer Loader/ PC408 Cold Planer	SN: GJ200716/ KP800154	91,099.80	54,226.07	36,873.73
10/26/20	Midland Model SPR-6 Widener	SN: 274	137,500.00	81,845.24	55,654.76
11/24/20	2020 Catepillar AP655F Asphalt Paver	SN: MH600551	391,999.68	228,666.48	163,333.20
12/02/20	2019 Caterpillar AP1055F Asphalt Paver	SN:TJ501109	436,999.68	254,916.48	182,083.20
12/05/20	Kubota Drive Cab Tractor	SN: 42868	69,250.00	40,395.83	28,854.17

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Acquis Date	Description	Serial #	Cost	Acc Deprec 12/31/2024	Net Book Value
12/05/20	Wirtgen Milling Machine	SN: 10WR1206	500,744.00	292,100.67	208,643.33
12/18/20	Writgen America Inc. HAMM HD+ 70i VO	SN: H1860622	89,500.00	52,208.33	37,291.67
12/18/20	Wirtgen America Inc. HAMM HD 14 TT	SN: H2640005	71,500.00	41,708.33	29,791.67
12/18/20	Wirtgen America Inc. HAMM HD+ 110i VO	SN: H2420536	140,000.00	81,666.67	58,333.33
12/18/20	Wirtgen America Inc. HAMM HD+ 70i VO	SN: H1860727	98,500.00	57,458.33	41,041.67
12/18/20	Wirtgen America Inc. HAMM HD 12VV	SN: H2303073	36,750.00	21,437.50	15,312.50
12/29/20	Bergkamp Continuour Micro Paver Tier IV	SN: MiE4-CA0005-20	765,672.96	446,642.56	319,030.40
12/29/20	Centennial Distributor -2020 Freightliner Model 108SD	VIN: 3ALAG0FE0LDLX3848	179,241.00	104,557.25	74,683.75
12/29/20	Centennial Distributor -2020 Freightliner Model 108SD	VIN: 3ALAG0FE9LDLX3847	179,241.00	104,557.25	74,683.75
06/19/20	MP-10SE Supermill - Dalworth	MP10SE	59,950.00	38,539.29	21,410.71
01/08/21	2015 Smart Car	WMEEJ3BA4FK81095	6,579.37	3,759.64	2,819.73
01/25/21	2020 Wirtgen W210Fi Milling Machine	2320.0237	817,476.19	457,397.39	360,078.80
01/29/21	2008 Wirtgen KMA 200 Cold Recycling Mixing Plant	MS0056	201,290.00	112,626.55	88,663.45
02/01/21	2017 Bergkamp M1E Continuous Paver	M1ET4-AA0001-17	548,197.82	306,729.73	241,468.09
02/16/21	Rawson Screening Plant	1013820	123,500.00	67,630.95	55,869.05
02/24/21	Vogele Screed VF 500	WGVB_30AB	94,670.00	51,843.10	42,826.90
03/11/21	2021 SB Manufacturing DT74J Superior Book	SN: 821882	77,851.52	41,706.17	36,145.35
03/23/21	Rawson Screening Plant	SN:114021	147,900.00	79,232.14	68,667.86
03/23/21	Concrete Pulverizer for CB LIN Model	SN:164136	18,350.50	9,830.63	8,519.88
04/15/21	HAMM HP 180i	SN: H2500031	126,215.00	66,112.62	60,102.38
04/15/21	2021 Catepillar D3-12	SN: XKW00329	171,313.20	89,735.49	81,577.71
04/15/21	2021 Freighliner Model 114SD	VIN: 3ALHG3FE6MDMX8735	292,649.00	153,292.33	139,356.67
04/19/21	Bergkamp MS13 Mobile Support units	SN: MS13-BA0027-21	60,444.04	31,661.16	28,782.88
04/19/21	Bergkamp MS13 Mobile Support units	SN: MS13-BA0028-21	60,444.03	31,661.16	28,782.87
05/08/21	M310 Continuous Paver Mounted on Kenworth Truck Model T880	1NKZXPEX5NJ481252	407,317.80	208,507.92	198,809.88
05/08/21	M310 Continuous Paver Mounted on Kenworth Truck Model T880	1NKZXPEX3NJ481251	407,317.80	208,507.92	198,809.88
05/08/21	M310 Continuous Paver Mounted on Kenworth Truck Model T880	1NKZXPEX7NJ481253	407,317.80	208,507.92	198,809.88
06/01/21	2020 Vogele Super 1800-3i Spray Jet Paver	SN: 1482.3234	983,500.00	503,458.33	480,041.67
09/10/21	Kubota L4760HSTC (Broom)	SN: 42657	62,615.00	29,816.67	32,798.33
09/24/21	Linder Drum Roller Hamm Model HD141-VV HM	SN: H2850023	67,915.00	31,531.96	36,383.04
09/24/21	Linder Tandem Roller with Vibratory & Oscillating Drums Hamm Model HD+110I-	SN: H2420822	172,749.00	80,204.89	92,544.11
09/29/21	2021 Caterpillar AP1055F (Asphalt Paver)	SN: TJ501384	508,408.19	236,046.66	272,361.53
11/17/21	2021 Caterpillar 330-07GC Hydraulic Excavator	SN: SCZ20059	251,221.05	110,656.89	140,564.16
11/30/21	Roadtec SB3000 Shuttle Buggy	SN: 4044	584,500.00	257,458.33	327,041.67
03/01/21	Samsara - FL GPS System	57 units	183,553.00	100,517.12	83,035.88
12/14/21	Bergkamp Hydraulic Spreader Box	SN HSB14-AA0086-21	33,573.10	14,788.15	18,784.95
12/14/21	Bergkamp Hydraulic Spreader Box	SN HSB14-AA0088-21	33,573.10	14,788.15	18,784.95
12/23/21	DenimoTech Laboratory Research Plant	DT-03R-AdvancedSolution-2038	122,621.38	54,011.80	68,609.58
01/19/21	Bergkamp - Lab Equipment		17,715.56	9,912.28	7,803.28
02/08/22	2021 Caterpillar 315-07 Hydraulic Excavator	WKX11011	218,015.00	90,839.58	127,175.42
02/22/22	Magnum 10K Heavy Duty Fiber Metering Device		158,700.00	66,125.00	92,575.00
03/07/22	2021 S-76 Bobcat Skid-steer Loader		79,773.00	32,289.07	47,483.93
03/07/22	2018 24" Highflow Planer		23,021.75	9,318.33	13,703.42
02/15/22	Komatsu PC88MR-11 CRAWLER DOZER	SN: 10341	121,070.83	50,446.18	70,624.65
03/01/22	Trimble PCS900 3D Milling System (attached with Wirtgen W200i, SN: 14201657)		47,253.44	19,126.39	28,127.05
03/01/22	Trimble PCS900 3D Paving System (attached with CAT AP1055F, SN: TJ501109)		51,909.10	21,010.83	30,898.27
03/01/22	2 - Trimble SPS930 Robotic Total Station		95,345.73	38,592.32	56,753.41
04/01/22	Cimline 410 Gallon Diesel, Spray Bar Assy, In-Cab Spray Remote	VIN: 1G94A1727NM119066	146,078.92	57,388.15	88,690.77
01/21/22	Dynamic Friction Tester - Rutgers - Lab Equipment	ASTM E-1911-98	42,484.00	17,701.67	24,782.33
05/20/22	2021 Caterpillar 926M Small Wheel Loader	W5L01166	181,762.50	69,242.86	112,519.64
06/14/22	Wirtgen W 210 Fi	SN: 23200423	814,900.00	300,736.90	514,163.10
06/21/22	2022 Caterpillar Compact Track Loader	SN: DY907164	87,476.78	32,283.10	55,193.68
06/21/22	2022 Caterpillar Cold Planer	SN: ERC01608	21,716.65	8,014.48	13,702.17
07/01/22	Bergkamp- VSB15 box	VSB15-AB0027-22	68,774.00	24,562.14	44,211.86
08/19/22	PC88MR-11 Hydraulic Excavator	SN: 10591	120,310.44	40,103.48	80,206.96
08/19/22	PC88MR-11 Hydraulic Excavator	SN: 10592	118,017.88	39,339.29	78,678.59
08/20/22	2022 Wirtgen W210Fi Milling Machine	SN: 23200564	829,500.00	276,500.00	553,000.00
08/24/22	2018 AP 1000F Asphalt Paver	SN: AC400422	379,018.75	126,339.58	252,679.17
08/24/22	2020 Caterpillar 926M Small Wheel Loader	SN: LTE07593	210,018.13	70,006.04	140,012.09
08/31/22	Asphalt Roller Compactor - Instrotek	Rugters	57,981.00	19,327.00	38,654.00
12/25/22	2022 Wirtgen WR250i Reclaimer	SN: 11WR.0185	975,000.00	278,571.43	696,428.57
12/05/22	Lab- Atlantic drilling supply		18,470.00	5,497.02	12,972.98
01/13/23	4WD V Chipspreader	SN: K7539	376,848.00	107,670.86	269,177.14
01/13/23	Laymor Sweeper		16,000.00	4,571.43	11,428.57
06/29/23	2023 CAT AP655-07 Asphalt Paver	SN: R6600174	453,215.34	97,117.57	356,097.77
07/25/23	2023 CAT AP655-07 Asphalt Paver	SN: R6600155	502,170.63	101,629.77	400,540.86
09/26/23	2023 Hamm HP200i Roller	SN: H300.0038	120,400.00	21,500.00	98,900.00
01/17/23	2013 Air Compressor 185 CFM	PDS185S	11,500.00	3,148.81	8,351.19
01/17/23	Airman PDS185S Air Compressor	6020481	5,300.00	1,451.19	3,848.81
05/20/23	2007 Red Club Car XRT	XJ0714-745423	6,500.00	1,779.76	4,720.24
04/11/23	Scrub Broom Assembly	0046297-01	35,000.00	8,750.00	26,250.00
11/13/23	2009 CAT Broce Broom	500071	65,000.00	10,833.33	54,166.67
11/15/23	2023 Rubble Master Crusher-Incline Screen - Stacker	RM120X-05.121 - MSC8500M-2D-14-04 - 5	1,213,500.00	202,250.00	1,011,250.00
11/20/23	2023 CAT 299D3 Compact Track Loader w/ Cold Planer	SN: B6201765	150,800.00	23,338.10	127,461.90

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12/12/23	2023 Weiler E1650 Remixing transfer vehicle	SN: 1650A1155	751,600.00	116,319.05	635,280.95
12/19/23	TE-BBR Thermoelectric Bending Beam Rheometer	Lab	45,997.25	7,118.62	38,878.63
02/15/24	2024 Bergkamp MS13 Mobile Support Unit	SN: CA0013-24	72,232.00	9,458.95	62,773.05
02/22/24	2000 Rsco Tru-Pac Roller	SN: 37621	13,000.00	1,547.62	11,452.38
03/27/24	2024 BearCat Distributor - 2024 Freightliner	VIN: 3ALHG3FE8RDVK8378 SN: BCD1058	366,338.00	39,250.50	327,087.50
03/29/24	2024 CAT CB15 ASPHALT COMPACTOR	SN: M9401133	247,141.76	26,479.47	220,662.29
04/16/24	2024 Massey Ferguson Broom Tractor	SN: JM73702	94,199.65	10,092.82	84,106.83
04/16/24	2024 CAT CB13 Asphalt Compactor(roller)	SN: PWP01342	211,617.50	22,673.30	188,944.20
04/22/24	2024 CAT 926-14 Wheel Loader	SN: K8E00256	235,500.00	25,232.14	210,267.86
04/29/24	2 - SCAG Windstorm Blowers	SN: V8901464 & V8901463	29,288.63	2,789.39	26,499.24
05/17/24	2024 CAT Compact Track Loader	SN: B6202268	127,500.00	12,142.86	115,357.14
06/03/24	2024 CAT CB13 Asphalt Compactor(roller)	SN: PWP01355	211,617.50	17,634.79	193,982.71
06/14/24	2014 Yahama G29 Cart	SN: JC0-603288	6,930.63	577.55	6,353.08
06/20/24	2022 WIRTGEN W210Fi Milling Machine	SN: 2320.0631	920,000.00	65,714.29	854,285.71
07/11/24	2 - Akron Turbine - Gen 2.0 Jet Dryers W/ Air Tow Trailers	VIN: 7VADF1313RB001137 & 7VADF1311R	153,000.00	10,928.57	142,071.43
07/15/24	2024 Broce RCT350 Broom	SN: 414388	86,883.84	6,205.99	80,677.85
06/03/24	2017 Yahama Golf Cart	SN: JOB-010069	6,930.61	577.55	6,353.06
07/29/24	2022 HAMM HD120IVO ASPHALT COMPACTORS (ROLLERS)	SN: H274.0374	216,250.00	12,872.02	203,377.98
07/29/24	2022 HAMM HD120IVO ASPHALT COMPACTORS (ROLLERS)	SN: H274.0375	216,250.00	12,872.02	203,377.98
08/21/24	2024 CAT 926-14 Wheel Loader	SN: K8E00519	257,786.13	12,275.53	245,510.60
03/29/24	Flatliner FL48 with Carbide Bits	FL48C	60,750.00	6,508.93	54,241.07
10/28/24	2024 CATERPILLAR 938-14 WHEEL LOADER	SN: EZY01007	298,500.00	7,107.14	291,392.86
12/12/24	2023 Wirtgen W210FI	SN: 2320.0784	937,500.00	11,160.71	926,339.29
12/12/24	2024 WIRTGEN W210FI	SN: 2320.0923	962,500.00	11,458.33	951,041.67
12/31/24	NJ-New Blending Plant		5,118,311.84	60,932.28	5,057,379.56
12/31/24	GA- Blacklidge Plant		1,500,000.00	17,857.14	1,482,142.86
05/10/24	Asphalt Pavement Analyzer - Pavement Tech		32,870.00	3,130.48	29,739.52
05/16/24	55 Gallon Drums - Benzaco Scientfic		20,735.00	1,974.76	18,760.24
06/20/24	Infratest Wire - Lab		17,000.00	1,416.67	15,583.33
08/14/24	Mount Materials - Equip		15,000.00	892.86	14,107.14
09/12/24	Truck Loading Racks - Astec		40,297.00	1,918.90	38,378.10
10/25/24	Cannon Instrument		15,631.93	423.02	15,208.91
Construction Equipment			**76,269,233.93**	**49,309,990.63**	**26,959,243.30**
03/31/01	1992 Ford LTA 9000	NVA03423	0.00	0.00	
03/31/01	1994 Ford LTA9000 Tractor	RVA41090	7,989.94	7,989.94	0.00
03/31/01	1987 Ford L9000 - service	HVA14016	30,875.60	30,875.60	0.00
03/31/01	1989 Ford LN8000	KVA59477	0.00	0.00	0.00
03/31/01	1989 Ford LN8000	KVA59479	0.00	0.00	0.00
03/31/01	1995 LN8000	SVA81977	10,511.69	10,511.69	0.00
03/31/01	1983 Ford Box Truck	DVA24566	2,809.58	2,809.58	0.00
03/31/01	1996 LTS9000	VA27109	24,316.80	24,316.80	0.00
03/31/01	1997 Ford AT9513 Tandem	VVA38038	12,536.83	12,536.83	0.00
03/31/01	1997 Ford LTA9000 Tandem	VVA42567	14,062.94	14,062.94	0.00
03/31/01	1997 Ford AT9513 Tractor	VVA31520	9,479.06	9,479.06	0.00
03/31/01	1997 Ford LT9513 Water	VVA38036	16,814.07	16,814.07	0.00
03/31/01	1998 Ford LT9513	WVA03781	21,222.14	21,222.14	0.00
03/31/01	1998 Ford LT9513	WVA03782	21,247.86	21,247.86	0.00
03/31/01	1998 Ford AT9513 Tractor	WVA38127	24,497.49	24,497.49	0.00
03/31/01	1995 Ford LTA9000 Tri-Axle	VA71741	8,691.61	8,691.61	0.00
03/31/01	1995 Ford LTA9000 Tri-Axle	VA66624	17,974.98	17,974.98	0.00
03/31/01	1995 Ford LTA9000 Tri-Axle	VA66625	17,974.98	17,974.98	0.00
03/31/01	1995 Ford LTA9000 Tri-Axle	VA66628	17,974.98	17,974.98	0.00
03/31/01	1995 Ford LTA9000 Tractor	VA61829	17,974.98	17,974.98	0.00
03/31/01	1992 Ford LNT9000 Curry-Water	NVA04011	21,385.47	21,385.47	0.00
08/19/03	1999 Sterling LT9513 Tri-Axle	XA982952	805.24	805.24	0.00
01/08/04	1999 Sterling AT9513 Tractor	XAB53038	151.90	151.90	0.00
01/08/04	1999 Sterling AT9513 Tractor	XAB53039	151.87	151.87	0.00
01/24/04	1999 Sterling LT9513 Tri-Axle	XAA46412	208.34	208.34	0.00
06/01/05	2000 Sterling AT9513	YAH19523	13,912.60	13,912.60	0.00
06/01/05	2001 Sterling AT9513	1AH55682	147.71	147.71	0.00
06/01/05	2001 Sterling AT9513	1AH55683	147.71	147.71	0.00
06/01/05	2001 Sterling AT9513	1AH55684	147.71	147.71	0.00
12/31/05	2005 Sterling AT9500	5AV41334	89,471.00	89,471.00	0.00
12/31/05	2005 Sterling AT9500	5AU74398	88,391.00	88,391.00	0.00
01/30/06	1997 Ford AT9513 Chassis	VVA22934	15,560.00	15,560.00	0.00
04/20/07	2003 Sterling LT9513 Tractor	3AL76472	17,888.23	17,888.23	0.00
04/20/07	2003 Sterling LT9513 Tractor	3AL76473	15,270.23	15,270.23	0.00
06/15/07	2007 Sterling AT9500 Tractor	7AZ27681	88,219.00	88,219.00	0.00
07/25/07	2007 Sterling AT9500 Tractor	7AY76483	87,537.00	87,537.00	0.00
05/27/08	Sterling Frame Retro-Fits _	WXVVA229	17,932.00	17,932.00	0.00
05/14/08	2008 Sterling AT9513	7AY76474	83,248.00	83,248.00	0.00
06/03/08	2008 Sterling AT9500	8AZ78560	93,285.00	93,285.00	0.00
06/03/08	2008 Sterling AT9500	8AZ78561	93,285.00	93,285.00	0.00
06/03/08	2008 Sterling AT9500	8AY69740	124,076.00	124,076.00	0.00
06/05/08	Sterling Frame Retro-Fits	XA982941	17,932.00	17,932.00	0.00

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06/16/08	Sterling Frame Retro-Fits	XA982942	17,932.00	17,932.00	0.00
02/06/09	2007 Sterling LT9500	7AY74563	116,056.64	116,056.64	0.00
02/06/09	2007 Sterling LT9500	7AY74565	116,056.64	116,056.64	0.00
05/07/09	2007 Sterling LT9500	7AY74564	116,927.97	116,927.97	0.00
05/14/09	2007 Sterling LT9500	7AY74575	116,927.97	116,927.97	0.00
06/03/09	2007 Sterling LT9500	7AY74576	116,927.97	116,927.97	0.00
06/03/09	2007 Sterling LT9500	7AY74577	116,927.97	116,927.97	0.00
06/03/09	2007 Sterling LT9500	7AY74578	116,927.98	116,927.98	0.00
06/05/09	2007 Sterling LT9500	7AY74579	116,927.98	116,927.98	0.00
04/28/10	2007 Sterling LT9500 Dump	7AY57575	102,503.00	102,503.00	0.00
04/28/10	2007 Sterling LT9500 Dump	7AY57576	102,503.00	102,503.00	0.00
07/01/10	2008 Sterling LT9500 Tractor	8AZ77647	98,157.00	98,157.00	0.00
08/04/10	2007 Sterling LT9500 Dump	7AY57578	110,505.00	110,505.00	0.00
08/27/10	2007 Sterling AT-9500 Tractor	9AAL6271	75,750.00	75,750.00	0.00
03/17/11	Mack Tractor CXU613	BM015746	101,633.00	101,633.00	0.00
03/17/11	Mack Tractor CXU613	BM015747	101,633.00	101,633.00	0.00
03/17/11	Mack Tractor CXU613	BM015748	98,940.00	98,940.00	0.00
05/12/11	Mack Tractor CV-713	7M061984	80,500.00	80,500.00	0.00
03/08/12	2012 Mack Tractor CXU613	CMO24377	104,200.00	104,200.00	0.00
03/08/12	2012 Mack Tractor CXU613	CMO24378	104,200.00	104,200.00	0.00
03/08/12	2012 Mack Tractor CXU613	CMO24379	104,200.00	104,200.00	0.00
03/08/12	2012 Mack Tractor CXU613	DMO24380	104,200.00	104,200.00	0.00
04/26/12	2012 Mack Tractor GU813	CMO15665	152,926.00	152,926.00	0.00
05/25/12	Used - 2005 Sterling Acterra	5AU43901	11,608.00	11,608.00	0.00
06/29/12	Used - 2001 Sterling A9500	1AH20175	9,118.00	9,118.00	0.00
10/30/12	2013 Mack CXU Tractor	DM030941	106,200.00	106,200.00	0.00
10/30/12	2013 Mack CXU Tractor	DM030942	106,200.00	106,200.00	0.00
10/30/12	2013 Mack CXU Tractor	DM030943	106,200.00	106,200.00	0.00
01/10/13	2013 Ford F-750 Sm Dump	BV699335	61,152.90	61,152.90	0.00
01/12/13	2006 Sterl Acterra Box Truck	6AU67393	11,000.00	11,000.00	0.00
01/12/13	2005 Sterling A9500	5AU11142	15,188.00	15,188.00	0.00
03/01/13	2002 Sterling 9500 Tri-Axle	2AK13983	28,000.00	28,000.00	0.00
03/22/13	2013 Mack CXU613 Tractor	SMO34608	107,569.00	107,569.00	0.00
05/28/13	2002 Sterling LT9500	2AK13991	20,108.00	20,108.00	0.00
07/31/13	2005 Sterling Acterra Box	5AU29226	11,500.00	11,500.00	0.00
10/03/13	2013 Mack CXU613 Tractor	DM034610	107,669.00	107,669.00	0.00
03/05/14	2004 Sterling AT9500	4AN42645	16,679.00	16,679.00	0.00
05/02/14	1992 Ford Water Truck	NVA32703	10,000.00	10,000.00	0.00
05/02/14	2006 Sterling Distrib	6AW50823	79,000.00	79,000.00	0.00
05/30/14	Etnyre Distrib/2015 Ford	FV099433	161,500.00	161,500.00	0.00
08/11/14	Cat CT660L Tractor	FN518514	166,580.43	166,580.43	0.00
10/07/14	Used 2000 Ford F750 Flatbed	YMA13514	11,250.00	11,250.00	0.00
10/07/14	Used 2004 Ford F750 Flatbed	4V657379	16,750.00	16,750.00	0.00
10/07/14	Used 2004 Mack CV713 Triaxle	4M010549	61,225.00	61,225.00	0.00
10/20/14	Used 2006 Sterling Acterra	6AW69097	14,855.00	14,855.00	0.00
10/20/14	Used 2006 Sterling Acterra	6AW69098	14,377.00	14,377.00	0.00
10/20/14	Used 2006 Sterling Acterra	6AW69104	17,137.00	17,137.00	0.00
10/20/14	Used 2006 Sterling Acterra	6AW69111	15,631.00	15,631.00	0.00
12/26/14	Used 2006 Sterling AT9500	6AV27503	15,000.00	15,000.00	0.00
01/22/15	2015 Caterpillar Lowboy CT660S	FN719698	158,126.00	158,126.00	0.00
03/10/15	CAT CT 660S Dump Truck	FN661537	185,574.00	185,574.00	0.00
03/27/15	2006 Sterling Acterra	6AW69192	14,174.00	14,174.00	0.00
03/27/15	2006 Sterling Acterra	6AW69226	13,174.00	13,174.00	0.00
04/29/15	Etnyre S2000 Distrib/2015 Ford F750	FV716507	150,550.00	150,550.00	0.00
06/30/15	1999 Sterling	XA983085	8,500.00	8,500.00	0.00
08/05/15	Caterpillar CT 660S Dump Truck	GN208332	186,084.00	186,084.00	0.00
08/28/15	Etnyre C2000 Distrib/2015 Ford F750	FV720578	166,800.00	166,800.00	0.00
11/10/15	Used - Rebuilt F-750 Motor		6,000.00	6,000.00	0.00
01/02/16	2006 Sterling AT9500	6AV64574	22,000.00	22,000.00	(0.00)
01/02/16	2007 Sterling AT9500	7AY58983	24,134.00	24,134.00	0.00
01/13/16	Cat CT660S Beauroc Dump	GN208319	186,438.00	186,438.00	0.00
03/15/16	Etnyre S2000 Distrib/2015 Ford F750	FV716508	131,050.00	131,050.00	0.00
04/19/16	Cat CT660S Tractor	GN020406	124,655.00	124,655.00	0.00
04/19/16	Cat CT660S Tractor	BN020411	124,655.00	124,655.00	0.00
05/03/16	2017 Cat CT660S Tractor	HN692887	135,887.00	135,887.00	0.00
05/03/16	2017 Cat CT660S Tractor	HN693411	132,556.00	132,556.00	0.00
05/10/16	2017 Cat CT660S Tractor	HN692888	135,887.00	135,887.00	0.00
05/11/16	2017 Cat CT660S Tractor	HN692889	135,887.00	135,887.00	0.00
05/20/16	2017 Cat CT660S Tractor	GN013284	124,655.00	124,655.00	0.00
05/20/16	2017 Cat CT660S Tractor	GN013279	124,655.00	124,655.00	0.00
06/07/16	2017 Cat CT660S Tractor	HN694896	179,214.00	179,214.00	0.00
06/07/16	2017 Cat CT660S Dumptruck	HN694897	183,038.00	183,038.00	0.00
06/21/16	2017 Cat CT660S Barrel Body Dump	HN634396	189,069.00	189,069.00	0.00
06/21/16	2017 Cat CT660S Barrel Body Dump	NH634928	189,069.00	189,069.00	0.00

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09/09/16	Etnyre S2000 Distrib/2016 Ford F750	GDA01171	153,500.00	153,500.00	0.00
07/29/16	1999 Freightliner Dump - RL	H889493	15,000.00	15,000.00	0.00
07/29/16	2013 International 5900 Dump - RL	DJ328904	9,000.00	9,000.00	0.00
07/29/16	2013 Internl 7600 Cement Spreader - RL	DJ154699	165,000.00	165,000.00	0.00
07/29/16	2001 Sterling Water Truck - RL	AH97621	15,000.00	15,000.00	0.00
07/29/16	2002 Mack Water Truck - RL	W146283	25,000.00	25,000.00	0.00
07/29/16	2015 T800 Kenworth - RL	J463070	120,000.00	120,000.00	0.00
03/13/17	2017 Schwarze M6 Sweeper	17-M6TE-118	133,998.50	133,998.50	0.00
03/13/17	2017 Freightliner M2106	1FVACXDT8HHJD6074	133,998.50	133,998.50	0.00
05/19/17	2017 Frtlnr M2106/Etnyre S2000 Distrib	3ALACXDT1HDJD1675	161,184.00	161,184.00	0.00
05/15/17	2017 Western Star 4700 Tractor	5KJJAXDV1JLJM8385	128,354.00	128,354.00	0.00
05/15/17	2017 Western Star 4700 Tractor	5KJJAXDV3JLJM8386	128,354.00	128,354.00	0.00
06/08/17	2018 Western Star 4700 Tractor	5KJJAXDVXJLJR7343	122,328.00	122,328.00	0.00
06/08/17	2018 Western Star 4700 Tractor	5KJJAXDV1JLJR7344	122,328.00	122,328.00	0.00
08/04/17	2018 Freightliner 114SD/2017 New Etnyre Centennial	3ALHG3FEJDJL8276/0029558-02	269,709.36	269,709.36	0.00
09/26/17	2015 CAT CT6600 - USED	3HSJGTKR4FN569390	92,250.00	92,250.00	0.00
09/26/17	2015 CAT CT6600 - USED	3HSJGTKR1FN573350	94,250.00	94,250.00	0.00
02/12/18	2018 Western Star Tractor 4900EX	5KJNABD11JPJT9485	149,412.24	147,633.52	1,778.72
01/02/18	2017 FORD F-750	1FDXF7DX9HDB08498	80,393.00	80,393.00	0.00
04/12/18	2015 CAT CT 660S Cab & Chassis - USED	3HTJGTKT8FN513248	71,290.00	68,743.93	2,546.07
05/01/18	2015 CAT On-Highway Truck - USED	3HSJKTKT3FN512690	62,040.00	59,085.71	2,954.29
05/01/18	2015 CAT On-Highway Truck - USED	3HSJGTKR0FN573226	71,490.00	68,085.71	3,404.29
05/01/18	2015 CAT On-Highway Truck - USED	3HSJGTKR6FN573375	47,340.00	45,085.71	2,254.29
07/12/18	2015 CAT CT660S Day Cab Truck Tractor - USED	3HSJGTKT6FN696654	61,790.00	57,376.43	4,413.57
08/23/18	2015 CAT CT660S Cab & Chassis - USED	3HTJGTKT9FN621152	39,290.00	35,548.10	3,741.90
04/09/18	2008 STERLING AT9500 - USED	2FWBA3CV48AZ84994	5,500.00	5,303.57	196.43
04/09/18	2008 STERLING AT9500 - USED	2FWBA3CV38AZ85005	5,500.00	5,303.57	196.43
09/17/18	2015 CAT CT660S day Cab Truck Tractor - USED	3HSJGTKR3FN517975	43,790.00	39,098.21	4,691.79
09/20/18	2017 CAT CT660S Day Cab Truck Tractor - USED	3HSJGTKR5HN672465	49,290.00	44,008.93	5,281.07
01/15/19	2015 CAT CT660S day Cab Truck Tractor - USED	3HSJGTKT4FN649039	54,290.00	46,534.29	7,755.71
01/24/19	2019 Western Star 4700 Dump Trucks	5KKMAXDV5PKV3594	167,280.00	141,391.43	25,888.57
01/24/19	2019 Western Star 4700 Dump Trucks	5KKMAXDV5PKV3595	167,280.00	141,391.43	25,888.57
02/13/19	2019 Western Star 4700 Dump Trucks	5KKMAXDV3KPKV3593	166,345.00	140,601.13	25,743.87
02/13/19	2019 Western Star 4800 Dump Trucks	5KJNABD17KPKV1967	159,771.11	135,044.63	24,726.48
02/27/19	2015 CAT CT660S Truck Tractor	3HSJGTKT1FN666977	50,000.00	41,666.67	8,333.33
02/27/19	2015 CAT CT660S Truck Tractor	3HSJGTKT3FN666978	50,000.00	41,666.67	8,333.33
02/27/19	2015 CAT CT660S Truck Tractor	3HSJGTKT5FN666979	50,000.00	41,666.67	8,333.33
02/27/19	2015 CAT CT660S Truck Tractor	3HSJGTKT5FN646442	50,000.00	41,666.67	8,333.33
05/31/19	2019 Ford F450 Utility Body	1FD0W4GT7KED87878	74,930.00	59,765.60	15,164.40
06/29/19	2019 Ford F550 Chassis - Utility Body	1FD0W5GT9KED89878	68,866.50	54,109.39	14,757.11
07/05/19	2015 CAT CT660 Truck Tractor	3HSJGTKR7FN639951	49,506.00	38,897.57	10,608.43
07/18/19	2020 Western Star 4700 Dump Truck	5KKMAXDV1LLLF3759	167,055.29	129,268.97	37,786.32
07/26/19	2020 Western Star 4700 Dump Truck	5KKMAXDVXLLLF3758	167,071.76	129,281.72	37,790.04
11/22/19	2016 CAT CT660 Tractors	3HSJGTKR7GN113790	55,000.00	39,940.48	15,059.52
11/22/19	2016 CAT CT660 Tractors	3HSJGTKR8GN113765	55,000.00	39,940.48	15,059.52
11/22/19	2016 CAT CT660 Tractors	3HSJGTKR5FN507819	55,000.00	39,940.48	15,059.52
11/20/19	2020 Western Star 4700 Tractor	5KKMAXDV0LPLF3776	163,179.58	118,499.46	44,680.12
11/20/19	2020 Western Star 4700 Tractor	5KKMAXDV2LPLF3777	148,184.64	107,610.27	40,574.37
11/20/19	2020 Western Star 4700 Tractor	5KKMAXDV4LPLF3778	156,870.06	113,917.54	42,952.52
11/20/19	2020 Western Star 4700 Dump Truck	5KJJAXDVXLLLF3766	133,137.50	96,683.18	36,454.32
11/20/19	2020 Western Star 4700 Dump Truck	5KJJAXDV1LLLF3770	133,137.50	96,683.18	36,454.32
12/23/19	2015 CAT Dump Truck	3HTJGTKT2FN658740	68,000.00	39,666.67	28,333.33
12/23/19	2015 CAT Dump Truck	3HTJGTKT5FN661583	68,000.00	48,571.43	19,428.57
12/23/19	2015 CAT Dump Truck	3HTJGTKT7FN661536	68,000.00	48,571.43	19,428.57
12/23/19	2015 CAT Dump Truck	3HTJGTKT7FN661567	68,000.00	48,571.43	19,428.57
12/23/19	2015 CAT Dump Truck	3HTJGTKTXFN661594	68,000.00	48,571.43	19,428.57
12/23/19	2015 CAT Dump Truck	3HTJGTKT5FN661535	68,000.00	48,571.43	19,428.57
12/23/19	2015 CAT Dump Truck	3HTJGTKT0FN661538	68,000.00	48,571.43	19,428.57
01/24/20	2006 Sterling AT9500	2FWJA3CVX6AV27440	16,495.00	11,585.77	4,909.23
02/28/20	2011 Kalmar terminal Tractor	11VF813E5BA000093	22,427.00	15,485.31	6,941.69
03/05/20	2010 Sterling AT9500 Day Cab Tractor	SN: 2FWJA3CK0AAAN4259	10,076.50	6,837.63	3,238.88
03/05/20	2009 Sterling AT9500 Day Cab Tractor	SN: 2FWJA3CK79AAJ4384	10,076.50	6,837.63	3,238.88
04/10/20	2021 Westernstar 4700	5KJJAXDV2MLML8798	134,369.50	89,579.67	44,789.83
06/05/20	2019 Ford F750	VIN: 1FDXF7DX5KDF15550	87,007.50	56,969.20	30,038.30
08/26/20	2021 Westernstar 4700	VIN: 5KJJAXDV3MLMP7450	134,919.50	83,521.60	51,397.90
10/07/20	2021 Mack Tractor, Model AN64T	VIN: 1M1AN4GY9MM020139	138,400.00	84,028.57	54,371.43
10/16/20	2021 Freightliner M2106	VIN: 1FVACXFE1MHMS2507	70,585.00	42,855.18	27,729.82
01/29/21	2020 Westernstar 4700	5KKMAXDV6LPLF3765	164,081.24	91,807.36	72,273.88
01/29/21	2021 Westernstar 4700	5KKMAXDV6MPMK6719	167,561.72	93,754.77	73,806.95
01/29/21	2021 Westernstar 4700	5KKMAXDV2MPMK6720	167,561.72	93,754.77	73,806.95
02/01/21	2021 Mack Ahtem 64T Day Cab	1M1AN4GY4MM021182	139,027.00	77,788.92	61,238.08
02/11/21	2020 Freightliner Model 108 SD w/ Centennial Distributor	1FVAG0FE3LHLY8600	179,241.00	100,289.61	78,951.39
03/29/21	2021 Freightliner Cascadia PT126D	SN: 3AKJHLDR2MDMU5157	144,940.00	77,646.43	67,293.57
03/29/21	2021 Freightliner Cascadia PT126D	SN: 3AKJHLDR6MDMU5159	144,940.00	77,646.43	67,293.57

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04/12/21	2021 Freightliner Cascadia PT126D	SN: 3AKJHLDR9MDMU5155	144,940.00	75,920.95	69,019.05
04/12/21	2021 Freightliner Cascadia PT126D	SN: 3AKJHLDR5MDMU5153	144,940.00	75,920.95	69,019.05
05/13/21	2022 Kenworth T370 Truck with Curry Supply 4,000 gallon water truck	SN:993366/ VIN: 2NKHLJ9X2NM478056	130,750.00	66,931.55	63,818.45
11/29/21	2021 John Deere 310E Articulated Dump Truck	VIN: 1DW310EXAMF709902	377,150.30	166,125.73	211,024.57
11/18/21	2022 Freightliner Truck Model M2106	VIN: 1FVACXFE5NHNG4582	303,887.00	133,854.99	170,032.01
12/21/21	2022 Western Star Truck, Model 49X	VIN: 5KKMBWDR6NLNK1736	176,557.47	77,769.36	98,788.11
02/09/22	2022 Freightliner M2 with Elgin 5.4 yard Broom Bear	VIN: 1FVACXFE8NHNK0810	268,500.00	111,875.00	156,625.00
02/17/22	2022 Western Star Truck, Model 49X	VIN: 5KKMBWFM8NLNM3979	194,676.91	81,115.38	113,561.53
04/06/22	2023 Freightliner M2106 Cab & Chassis with 4k Gal. Water Tank	VIN: 1FVHCYFE9PHNT5470	130,768.00	51,373.14	79,394.86
04/06/22	2022 Freightliner M2106 Cab & Chassis with 4k Gal. Water Tank	VIN: 1FVHCYFE0PHNT5471	130,768.00	51,373.14	79,394.86
04/06/22	2023 Kenworth Truck T880 with M310 Paver SN M310E-EA0001-22	VIN: 1NKZXPEX6PJ156046	417,611.07	164,061.49	253,549.58
04/06/22	2023 Kenworth Truck T880 with M310 Paver SN M310E-EA0002-22	VIN: 1NKZXPEX8PJ156047	417,611.07	164,061.49	253,549.58
04/06/22	2023 Kenworth Truck T880 with M310 Paver SN M310E-EA0003-22	VIN: 1NKZXPEXXPJ156048	417,612.07	164,061.88	253,550.19
05/01/22	2016 Cat Triaxle Dump Truck	VIN: 3HTJGTKT1GN216243	75,000.00	28,571.43	46,428.57
05/01/22	2016 Cat Triaxle Dump Truck	VIN: 3HTJGTKTXGN216242	75,000.00	28,571.43	46,428.57
05/01/22	2015 Cat Triaxle Dump Truck	VIN: 3HTJGTKT2FN688613	65,000.00	24,761.90	40,238.10
05/01/22	2015 Cat Triaxle Dump Truck	VIN: 3HTJGTKT9FN688611	75,000.00	28,571.43	46,428.57
12/13/22	2022 Freightliner Street Sweeper M2106	VIN: 1FVACXFE4NHNG4735	317,947.00	94,627.08	223,319.92
02/17/23	2024 Freightliner M2106	VIN: 1FVHCYFE9RHUV4231	107,930.00	29,552.26	78,377.74
05/09/23	2024 Freightliner 114SD w. Bearcat Distributor	VIN: 1FVHG3FE6RHUX2080	349,419.00	83,195.00	266,224.00
02/27/24	2024 Western Star 47x Dump Truck	VIN: 5KKMBDV7RLVJ8160	257,238.40	30,623.62	226,614.78
02/29/24	2024 WESTERN STAR 49X DUMP	VIN: 5KKMBWFM3RPVJ5943	229,569.92	27,329.75	202,240.17
03/07/24	2025 Western Star 47x Dump Truck	VIN: 5KKMBPDV9SLVK4466	257,885.15	30,700.61	227,184.54
03/26/24	2025 Western Star 47x Dump Truck	VIN: 5KKMBPDV0SLVK4467	257,238.40	27,561.26	229,677.14
07/17/24	2025 Freightliner - Water Tank Truck	VIN: 3ALHCYFE3SDVR8854	155,789.50	9,273.18	146,516.32
07/17/24	2025 Freightliner - Water Tank Truck	VIN: 3ALHCYFE5SDVR8855	155,789.50	9,273.18	146,516.32
08/27/24	2025 Western Star 49x Dump Truck	VIN: 5KJJBWDV2SLWB7441	187,727.62	8,939.41	178,788.21
08/30/24	2025 Kenworth Daycab Tractor	VIN: 1XKZD49X7SJ160705	186,368.13	8,874.67	177,493.46
08/30/24	2025 Kenworth Daycab Tractor	VIN: 1XKZD49X5SJ160704	186,368.13	8,874.67	177,493.46
08/27/24	2025 Western Star 49x	VIN: 5KJJBWDV4SLWB7442	187,727.62	8,939.41	178,788.21
10/10/24	2025 Kenworth Daycab Tractor	VIN: 1XKZD49X9SJ160706	186,368.13	6,656.00	179,712.13
10/30/24	2025 Western Star 49x	VIN: 5KJJBWDV6SLWB7443	186,188.68	4,433.06	181,755.62
10/30/24	2025 Western Star 49x	VIN: 5KJJBWDV8SLWB7444	187,630.12	4,467.38	183,162.74
Heavy Trucks			**21,941,850.90**	**15,483,714.54**	**6,458,136.36**
03/31/01	Kenworth Trailer	G26228	0.00	0.00	0.00
03/31/01	Fruehauf Trailer	NP445504	0.00	0.00	0.00
03/31/01	Talbert Lowbed	R1011215	18,418.92	18,418.92	0.00
03/31/01	Jersey Trailer	131124	3,488.93	3,488.93	0.00
03/31/01	Talbert Lowbed	S1012451	20,942.20	20,942.20	0.00
03/31/01	Superior Trailer	RD001387	3,750.00	3,750.00	0.00
03/31/01	Mont Tanker	B36630	480.00	480.00	0.00
03/31/01	Kristi Trailer	WS000588	1,744.88	1,744.88	0.00
03/31/01	Northstate Tanker	12C3629	3,296.33	3,296.33	0.00
03/31/01	Interstate Trailer	VA100192	4,222.14	4,222.14	0.00
03/31/01	Carry On Trailer	XH006624	1,206.02	1,206.02	0.00
03/31/01	Cargo Trailer	X1019769	1,176.60	1,176.60	0.00
03/31/01	Car Mate Trailer	XL003091	3,169.40	3,169.40	0.00
03/31/01	Talbert Axle Attachment	Y1019126	8,635.47	8,635.47	0.00
03/31/01	Etnyre Tanker	S7002387	0.00	0.00	0.00
03/31/01	Cargo Express sn trlr	A001017	1,619.75	1,619.75	0.00
03/31/01	Etnyre Tanker	RY005762	33,815.48	33,815.48	0.00
03/31/01	Spector Dump Trailer	1S188314	35,208.00	35,208.00	0.00
03/31/01	Talbert Lowbed (60 tn)	V1015982	47,624.54	47,624.54	0.00
03/31/01	Conrailer Trailer	VL160766	2,420.84	2,420.84	0.00
03/31/01	Talbert Lowbed Trailer	10117567	37,968.28	37,968.28	0.00
03/31/01	Etnyre Tanker	XE007014	28,317.67	28,317.67	0.00
03/31/01	Etnyre Tanker	XE007014	28,317.67	28,317.67	0.00
07/27/02	Fruehauf Trailer	CK009114	5,100.00	5,100.00	0.00
10/23/02	Cargo Express Trailer	3A012603	2,192.00	2,192.00	0.00
11/12/02	Heil Tag-Along	920436	3,710.00	3,710.00	0.00
11/16/04	Butler Trailer	7257227	2,500.00	2,500.00	0.00
02/08/06	Etnyre LWR 6750 Tanker	6E007193	43,478.00	43,478.00	0.00
03/29/06	Kaufman Trailer	6L000442	2,125.00	2,125.00	0.00
04/14/06	Carry-On Trailer	6V019781	2,139.73	2,139.73	0.00
03/14/07	1997 Etnyre Tanker	WE007029	5,000.00	5,000.00	0.00
05/10/07	6 - Used Tankers	various	17,000.00	17,000.00	0.00
04/20/08	Etnyre 35T Lowboy Trailer	8E111126	51,462.00	51,462.00	0.00
04/29/08	2 - Bri-Mar Tilt Trailers	68691-69297	6,423.86	6,423.86	0.00
05/02/08	2008 Etnyre ARA Tanker Trlr	8E007260	58,525.00	58,525.00	0.00
05/02/08	2003 Etnyre LB2 Bottom Trlr	3E111079	28,500.00	28,500.00	0.00
05/02/08	2003 Etnyre LB2 Bottom Trlr	3E111054	28,500.00	28,500.00	0.00
05/16/08	Used - 1964 Fruheuaf Tanker	UNE175102	4,500.00	4,500.00	0.00
05/16/08	Used - 1964 Fruheuaf Tanker	7NE1810501	4,500.00	4,500.00	0.00
05/27/08	2008 Etnyre ARA Trailer Tank	8E007295	58,525.00	58,525.00	0.00

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06/06/08	2008 SpecTec Dump Trailer	8S188182	37,867.00	37,867.00	0.00
04/16/09	2003 Benson Dump Trailer	3M000268	27,000.00	27,000.00	0.00
07/08/09	2002 EB Trailer	2L059566	4,200.00	4,200.00	0.00
08/28/09	2004 Conrail Trailer	XL160487	4,998.00	4,998.00	0.00
01/13/12	Used - 1988 Fruehauf Tanker	JK018912	13,500.00	13,500.00	0.00
01/13/12	Used - 1987 Allied Tanker	HC002475	14,500.00	14,500.00	0.00
01/13/12	Used - 1989 Fruehauf Tanker	KK028311	13,500.00	13,500.00	0.00
01/13/12	Used - 1993 Custom Tanker	PS0001096	20,500.00	20,500.00	0.00
02/23/12	Used - 1981 Fruehauf Tanker	BK018314	13,500.00	13,500.00	0.00
02/23/12	Used - 1980 Polaris Tanker	AL4891	12,000.00	12,000.00	0.00
03/01/12	Used - 1988 Heil Tnkr/Trailer	J7G54207	3,500.00	3,500.00	0.00
04/24/12	Used - 1970 Butler Tnkr/Trailer	7740NAM	4,000.00	4,000.00	0.00
04/24/12	Used - 2005 Wells Tnkr/Trlr	X58004946	4,000.00	4,000.00	0.00
04/24/12	Used - 2007 Beh Tnkr/Trlr	71043499	6,500.00	6,500.00	0.00
06/14/13	Dickson TA-24-3 Trailer	D1193001	25,727.00	25,727.00	0.00
12/06/13	Almac Alumin Trailer	H1001455	11,500.00	11,500.00	0.00
12/27/13	Tanker - Used		6,375.00	6,375.00	0.00
01/02/14	2 Used Tag Alongs		6,375.00	6,375.00	0.00
02/17/14	XL 120CHDG Lowboy	34L00468	90,000.00	90,000.00	0.00
04/16/14	Etnyre V Bottom Trailer	CE111274	61,414.00	61,414.00	0.00
05/02/14	Used 2007 Emerson Trailer	7L252019	3,000.00	3,000.00	0.00
05/02/14	Used 2010 Emerson Trailer	AL252002	3,000.00	3,000.00	0.00
07/11/14	Used 2011 Etnyre V Bottom Trlr	BE111344	55,000.00	55,000.00	0.00
07/11/14	Used 2011 Etnyre V Bottom Trlr	BE111345	55,000.00	55,000.00	0.00
04/14/15	Sure-Trac T18		5,310.90	5,310.90	0.00
07/24/15	2016 Sure-Trac Cargo Trailer	G2124389	3,447.82	3,447.82	0.00
12/28/15	2005 Custom Trailer	PS001073	15,000.00	15,000.00	0.00
05/16/16	2016 Etnyre Asphalt Tanker	GE007008	73,691.27	73,691.27	0.00
05/16/16	2016 Etnyre Asphalt Tanker	GE007009	73,691.28	73,691.28	0.00
06/15/16	2016 Etnyre Asphalt Tanker	GE007255	69,934.00	69,934.00	0.00
06/15/16	2016 Etnyre Asphalt Tanker	GE007256	69,934.00	69,934.00	0.00
07/11/16	Used 1979 Fruehauf Trailer		26,500.00	26,500.00	0.00
07/29/16	2004 Mack Tank Truck - RL	N157205	50,000.00	50,000.00	0.00
07/29/16	2004 Mack Tank Truck - RL	N157206	50,000.00	50,000.00	0.00
07/29/16	2001 Polar Trailer -RL	1024410	20,000.00	20,000.00	0.00
07/29/16	1998 Haulmark Trailer - RL	WG008615	2,000.00	2,000.00	0.00
07/29/16	1997 Haulmark Trailer - RL	VG004402	2,000.00	2,000.00	0.00
07/29/16	2002 Pitts Low Bed - RL	P020812	20,000.00	20,000.00	0.00
07/11/16	2017 Viking 4000 Portable Bin	GR719251	90,000.00	90,000.00	0.00
07/11/16	2017 Viking 4000 Portable Bin	HR719268	90,000.00	90,000.00	0.00
01/09/17	Motosport - Tagalong Trailer		9,766.48	9,766.48	0.00
04/20/17	2017 Etnyre RTN35TD-PS Lowbed	1E9323136HE111202	61,990.00	61,990.00	0.00
04/30/17	2017 Etnyre RTN35TD-PS Lowbed	1E9323284HE111239	59,590.00	59,590.00	0.00
09/01/17	2017 Eager Beaver Gooseneck Trailer	112SE2469HL082067	62,489.12	62,489.12	0.00
09/20/17	2017 Etnyre Lowbed Trailer	1E932232XHE111119	77,575.00	77,575.00	0.00
10/20/17	86 Fruehauf Trailer - used	1H4T04329GK014901	14,500.00	14,500.00	0.00
06/14/18	2018 Etnyre LowBoy Trailer	1E9325999JE111284	65,688.00	61,778.00	3,910.00
03/16/18	Etnyre Live Bottom Trailer	1E9V15820AE111206	30,500.00	29,410.71	1,089.29
08/10/18	2006 Heil Pneumatic Tanker Trailer	5HTSN422X67T10992	30,000.00	27,500.00	2,500.00
08/10/18	2006 Heil Pneumatic Tanker Trailer	5HTSN422167T10993	30,000.00	27,500.00	2,500.00
08/10/18	2001 Heil Pneumatic Tanker Trailer	5HTSN412217T07689	30,000.00	27,500.00	2,500.00
01/11/19	2005 Harmon Tanker	1H9TT43245L020999	10,000.00	8,571.43	1,428.57
03/06/19	1986 Fruehauf 9400G Trailer	1H4T04422FK023906	16,000.00	13,333.33	2,666.67
03/15/19	Falcon 4Ton RME Asphalt Hot Patch Dump Trailer	1F9P41621KM339043	41,349.83	34,458.19	6,891.64
04/05/19	1984 Almac Industries Elliptical Tank	2A9TA2M12D1001187	10,000.00	8,214.29	1,785.71
04/05/19	1995 Heil 9200 Gal Tank Trailer	1HLA3A7B4S7H58240	17,000.00	13,964.29	3,035.71
04/05/19	1995 Heil 9400 Gal Tank Trailer	1HLA3A7B5S7H58456	17,000.00	13,964.29	3,035.71
04/05/19	2020 Etnyre Live Bottom Trailer	1E9V2348XLE111020	110,068.00	90,413.00	19,655.00
04/19/19	2018 Etnyre Lowboy Trailer	1E9325821JE111316	82,096.00	66,458.67	15,637.33
04/19/19	2019 Etnyre Live Bottom Trailer	1E9V23142KE111089	74,940.00	60,665.71	14,274.29
04/24/19	1988 Fruehauf 2 axle tanker trailer	1H4T04225JL032802	7,500.00	6,071.43	1,428.57
05/24/19	1999 LBT 9200 Gal Tank Trailer	4J8T04229XT000405	11,000.00	8,773.81	2,226.19
06/04/19	1997 Etnyre 6750g Asphalt Tanker	1E9T44204VE007114	14,700.00	11,725.00	2,975.00
06/04/19	1996 Etnyre 6750g Asphalt Tanker	1E9T44206TE007161	14,700.00	11,725.00	2,975.00
06/04/19	1996 Etnyre 6750g Asphalt Tanker	1E9T44204TE007160	14,700.00	11,725.00	2,975.00
08/21/19	1976 Fruehauf Tank Trailer 9200 Gal	OMW716505	9,000.00	6,857.14	2,142.86
08/21/19	1993 Heil Tank Trailer 9200 Gal	1HLA3A7B6P7H56867	12,000.00	9,142.86	2,857.14
10/31/19	1985 Fruehauf Tanker	1H4T04420FK002603	6,500.00	4,797.62	1,702.38
10/31/19	1985 Fruehauf Tanker	1H4T04424FK002605	6,500.00	4,797.62	1,702.38
10/31/19	1995 Fruehauf Tanker	2R9S2A7C4SC010109	9,500.00	7,011.90	2,488.10
10/31/19	1995 Fruehauf Tanker	2R9S2A7C0SC010110	9,500.00	7,011.90	2,488.10
12/06/19	1996 Fruehauf Tanker	4J8T04226TT011310	12,500.00	9,077.38	3,422.62
01/24/20	2017 Carry-On Trailer	4YMBU1219HV057379	1,500.00	1,053.57	446.43
01/21/20	1988 Heil Stainless Insulated 5100 gal trailer	1HLF1D7B3J9D39859	9,000.00	6,321.43	2,678.57

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01/21/20	1988 Heil Stainless Insulated 5100 gal trailer	1HLF1D7B1J9D39861	9,000.00	6,321.43	2,678.57
01/21/20	1984 Fruehauf Stainless Insulated 500 gal trailer	1H4T04429EK007202	9,000.00	6,321.43	2,678.57
01/21/20	1978 Karikool Stainless Insulated 4800 gal trailer	CTK7343	8,500.00	5,970.24	2,529.76
03/18/20	2020 CarMate 6x12 Trailer	5A3C612S6LL001289	4,408.94	2,991.78	1,417.16
05/19/20	2021 Live Bottom Traile	VIN: 1E9V24717ME111031	115,686.00	75,746.79	39,939.21
06/29/20	2016 Trailer King Conveyor	VIN: 1TKN04332GW109045	75,025.00	48,230.36	26,794.64
06/29/20	2020 Talbert Tag-A-Long	S/N: 40FR03323L5039840	26,908.33	17,298.21	9,610.12
06/29/20	2020 Talbert Tag-A-Long	S/N: 40FR03325L5039841	26,908.33	17,298.21	9,610.12
06/29/20	2020 Talbert Tag-A-Long	S/N: 40FR03327L5039842	26,908.34	17,298.22	9,610.12
07/09/20	2020 Jeep Flatbed Gooseneck Trailer	VIN:112CJZ280LL084604	52,314.86	33,008.19	19,306.67
07/09/20	2020 Flatbed Model 65GSL/3	VIN: 112SDB542LL084607	186,342.14	119,791.38	66,550.76
11/25/20	2021 Landoll 440	VIN: 1LH440WH2M1B29801	66,568.00	38,831.33	27,736.67
12/29/20	2009 Highway Equipment Flow Boy Tri/ A Live Bottom Trailer	SN: 1F9AS373791319034	17,500.00	10,208.33	7,291.67
12/28/20	1975 Freuhauf 6500 Gallon Tanker	VIN: UNW533503	3,500.00	2,041.67	1,458.33
12/28/20	1978 Heil 7500 gal Tanker	VIN: 950247	3,500.00	2,041.67	1,458.33
02/01/21	2021 Hydraulic Detachable Gooseneck	1B9GL5334MS977023	79,794.00	44,646.64	35,147.36
05/07/21	2021 Carmate 6 X 12 Sportster Model: CM612EC	VIN: 5A3C61250ML003377	4,356.39	2,281.92	2,074.47
03/18/21	Black Cargo Trailer Model: DSC714TA2	VIN: 7FD1E1425M1006339	4,400.00	2,357.14	2,042.86
04/01/21	Tank - for FL Water Truck #2 #27689	Dolphin Tanker systems	27,670.79	14,823.64	12,847.15
08/20/21	Chipspreader Trailer	VIN: 1E9331968NE111133	39,536.00	18,826.67	20,709.33
08/20/21	Chipspreader Trailer	VIN: 1E9331976NE111138	39,536.00	18,826.67	20,709.33
11/11/21	Etnyre Live Bottom Trailer Model LBW-236/3AV2601	VIN: 1E9V26018NE111210	109,845.00	49,691.79	60,153.21
12/10/21	1987 Fruehauf Trailer	VIN: 1H4T04120HK010904	3,000.00	1,321.43	1,678.57
12/10/21	1990 Fruehauf Trailer	VIN: 1H4T04225LL005604	3,000.00	1,321.43	1,678.57
03/22/22	2022 RTN Lowboy Trailer	VIN: 1E9332022NE111144 / SN: Q33202	125,000.00	50,595.24	74,404.76
03/07/22	New Hombre H15K Trailer		7,227.75	2,925.52	4,302.23
04/07/22	2023 Etnyre Live Bottom Trailers Model LKBW-236/3A V2689	VIN: 1E9V26883PE111099	109,324.00	42,948.71	66,375.29
04/07/22	2023 Etnyre Live Bottom Trailers Model LKBW-236/3A V2689	VIN: 1E9V26895PE111100	109,324.00	42,948.71	66,375.29
07/30/22	1989 Frueh Trailer	VIN: 1H4T04227KL028204	15,000.00	5,178.57	9,821.43
11/10/22	2017 Big Tex Utility Trailer	VIN: 16VCX1622H2021794	2,300.00	711.90	1,588.10
03/23/23	Arising Ind Flat Front Enclosed Trailer	5YCBE1820PH000853	11,912.98	2,978.25	8,934.74
08/30/23	2020 CAM P5C Trailer	5JWCA1029LP505266	6,500.00	1,238.10	5,261.90
03/27/24	Batwing Core Trailer		34,000.00	3,642.86	30,357.14
04/27/24	2023 Karavan Trailer	VIN: 5KTUS1311PF532929	1,919.24	182.78	1,736.46
04/27/24	2024 Karavan Trailer	VIN: 5KTUS1314RF327737	1,066.24	101.55	964.69
04/05/24	2024 Cargo Pro ATV Trailer	VIN: 5WFBA1821RW136996	5,731.20	614.06	5,117.14
05/31/24	2023 ETNYRE LOWBOY TRAILER	VIN: 1E9334311PE111251	135,525.00	11,293.75	124,231.25
05/20/24	2 - Outback Utility Trailers	VIN:OBDO9627BK061924R & OBD09624BK	15,940.00	1,328.33	14,611.67
Tankers & Trailers			**4,281,599.94**	**3,368,388.02**	**913,211.92**
03/31/01	1994 Ford F700 - stake	RVA12571	0.00	0.00	
03/31/01	1989 Ford Box Truck	FVA06386	1,479.76	1,479.76	0.00
04/10/02	2002 Ford F-350	2EC09678	37,302.30	37,302.30	0.00
04/28/04	2004 Ford Econoline	4HB01843	32,458.44	32,458.44	0.00
09/30/04	2004 Ford F-450	4EC70751	45,021.50	45,021.50	0.00
10/30/04	2004 Dodge 3500 Util	4G248917	39,845.90	39,845.90	0.00
09/12/05	2005 Ford F-350	5EB49317	34,470.40	34,470.40	0.00
10/28/05	2005 Ford F-550	5EC91258	40,440.00	40,440.00	0.00
02/16/05	2005 Ford F-550	5EB18042	40,056.00	40,056.00	0.00
02/28/06	2005 Ford F-350	5EA38898	24,602.00	24,602.00	0.00
02/28/06	2005 Ford F-450	5EA88918	42,037.00	42,037.00	0.00
05/31/06	2006 Ford F-550	6EC61828	45,282.00	45,282.00	0.00
11/30/07	2008 Dodge 1500	8S527275	35,188.00	35,188.00	0.00
06/27/08	2006 Ford E150 Van	6DB10659	18,561.00	18,561.00	0.00
11/02/09	2008 Dodge 4500 Utility	8G227125	47,049.00	47,049.00	0.00
11/02/09	2008 Dodge 5500 Stake Body	8G125942	44,026.00	44,026.00	0.00
06/29/10	2007 Ford E350 Van	7DA90284	16,447.00	16,447.00	0.00
09/21/10	2010 Ford E350 Van	AD802968	32,251.50	32,251.50	0.00
01/21/11	2011 Dodge Ram	BS556681	39,505.30	39,505.30	0.00
11/02/11	2008 Ford E350 Util Van	8DB26427	28,006.85	28,006.85	0.00
04/18/12	2011 Ford F350	BEA16375	34,247.50	34,247.50	0.00
04/30/12	2012 Ford F450	CEB69911	57,864.00	57,864.00	0.00
05/22/12	2012 Ford F450	CEB75626	59,457.33	59,457.33	0.00
06/21/12	2012 Ford F450	CEEC22929	57,864.00	57,864.00	0.00
01/03/12	2012 Dodge Ram	CS145472	32,296.95	32,296.95	(0.00)
03/22/13	2012 Ford F-450	CEC26952	61,480.00	61,480.00	0.00
03/26/13	2012 Ford F-450	CED03477	61,480.00	61,480.00	0.00
03/26/13	2012 Ford F-450	CEC96709	61,480.00	61,480.00	0.00
05/23/13	2013 Dodge Ram	DS541596	35,525.27	35,525.27	0.00
05/23/13	2006 Dodge 6.0 Transmission		11,700.00	11,700.00	0.00
06/29/13	2013 Ford Chassis Body	DEB37120	64,247.00	64,247.00	0.00
07/24/13	2013 Ford Chassis Utility	DEA70032	63,247.00	63,247.00	0.00
07/24/13	2013 Ford Chassis Body	DEB89800	60,354.00	60,354.00	0.00
12/27/13	2012 Ford F-150	2CA28189	4,444.00	4,444.00	0.00
03/26/14	2014 Dodge Ram	EG154673	52,282.01	52,282.01	0.00
04/25/14	2014 Dodge Ram 2500	EG250747	51,830.34	51,830.34	0.00

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04/30/14	2014 Ford F-450 Util	EEB70023	64,826.00	64,826.00	0.00
04/30/14	2014 Ford F-450 Util	EEB70024	64,826.00	64,826.00	0.00
04/30/14	2014 Ford F-450 Util	EEB70025	64,826.00	64,826.00	0.00
07/22/14	2014 Dodge Ram	G2999016	50,124.41	50,124.41	0.00
08/23/14	2014 Ford F-450 Util	EEA76432	57,826.00	57,826.00	0.00
10/04/14	2000 Ford F650 Dump Truck	YMA07009	9,350.00	9,350.00	0.00
10/06/14	2004 Ford E-350 Van	4HB52792	13,298.00	13,298.00	0.00
10/07/14	Used 2005 Ford F-550	5EA12076	12,750.00	12,750.00	0.00
01/02/15	2015 Ford F450 Super Duty	FEB74722	62,838.00	62,838.00	(0.00)
03/25/15	2015 Ford E-450 Super D	FEC86232	62,836.50	62,836.50	0.00
04/27/15	2015 Ford E450 Super D	FED02876	63,090.00	63,090.00	0.00
04/27/15	2015 Ford F-550 DRW	FED13437	67,695.00	67,695.00	0.00
05/30/15	2015 Ford F-250	FEC44149	57,245.10	57,245.10	0.00
06/30/15	2015 Ford 250 Van	FKA98603	39,737.96	39,737.96	0.00
09/30/15	2016 Ford F-450	GEA41938	68,944.50	68,944.50	0.00
09/30/15	2015 Dodge Ram	FG548467	50,396.72	50,396.72	0.00
10/30/15	2015 Dodge Ram 1500	FS777367	56,148.32	56,148.32	0.00
10/30/15	2016 Ford=F-450 Util/Plow	GEA41937	74,747.00	74,747.00	0.00
11/20/15	2016 Ford F-250	GEA74094	60,425.10	60,425.10	0.00
12/16/15	2016 Dodge Ram 2500	GG103647	52,663.45	52,663.45	0.00
01/06/16	2015 Ford F450 Util (Plow/Lift)	GEB37469	77,980.00	77,980.00	0.00
02/29/16	2016 Ford F-450 Utility	GEB71906	65,326.00	65,326.00	0.00
02/29/16	2016 Ford F-450 Stake	GEB71907	65,746.00	65,746.00	0.00
02/29/16	2016 Dodge Ram 2500	GG249305	54,612.00	54,612.00	0.00
03/15/16	2011 Ford E-350 Van	BDA67118	17,894.43	17,894.43	0.00
04/22/16	2016 Ford F-250	GEC38098	56,272.00	56,272.00	0.00
05/16/16	2015 Ford E-350 (Used)	FKA64578	37,032.80	37,032.80	0.00
05/31/16	2016 Ford F-450	GEB90958	65,276.00	65,276.00	0.00
06/16/16	2016 Ford F-250	GEC94430	62,252.70	62,252.70	0.00
06/30/16	2016 Ford F-450	GEB90959	64,276.00	64,276.00	0.00
07/29/16	2016 Dodge 2500 Ram	GG357821	54,196.52	54,196.52	0.00
08/17/16	2016 Ford F-450	GED35267	66,276.00	66,276.00	0.00
09/09/16	2016 Ford F-450	GEB90957	65,946.00	65,946.00	0.00
09/21/16	2017 Bentley SUV - Sales/Admin	HC013848	279,710.96	279,710.96	0.00
10/19/16	2016 Dodge Ram 2500	GS125802	44,965.57	44,965.57	0.00
12/23/16	2016 Dodge Ram	GS373715	38,886.55	38,886.55	0.00
11/09/16	2017 Dodge Ram 1500	HS568317	58,786.24	58,786.24	0.00
11/30/16	2013 FORD E350 (Used)	DDA22277	24,771.67	24,771.67	0.00
07/29/16	2013 Chevy 2500 - RL	DF225639	19,426.00	19,426.00	0.00
07/29/16	2012 Ford F-550 - RL	EA89375	70,000.00	70,000.00	0.00
01/31/17	2016 Ford F-450	1FDOW4GT5GEB90960	66,696.00	66,696.00	0.00
01/31/17	2016 Ford F-450	1FDOW4GT2GED44377	66,696.00	66,696.00	0.00
01/31/17	2016 Ford F-450	1FDOW4GT9GED35269	64,276.00	64,276.00	0.00
01/31/17	2016 Ford F-150	1FTFW1RG9HFA18407	68,029.92	68,029.92	0.00
02/27/17	2016 Ford F-450 Stakebody	1FDOW4GT7GED35268	63,526.00	63,526.00	0.00
02/27/17	2016 Ford F-450 Utility	1FDOW4GT7GECO9881	70,391.00	70,391.00	0.00
03/07/17	2016 Ford F-550	1FDOW5GT3GECO9883	69,641.00	69,641.00	0.00
03/29/17	2016 Dodge Ram 1500	3C6RR7LT7GG360827	50,171.77	50,171.77	0.00
02/26/17	2012 Ford E-350	1FBSS3BL20DA42327	21,098.81	21,098.81	0.00
04/24/17	2016 Ford F-250	GE898716	73,305.05	73,305.05	0.00
05/15/17	2017 Dodge Ram 1500	3C6RR7LT6HG524554	51,731.08	51,731.08	0.00
05/15/17	2017 Dodge Ram 1500	3C6RR7LT7HG506077	51,425.34	51,425.34	0.00
05/15/17	2017 Dodge Ram 2500	3C6UR5DJ4HG501818	56,173.63	56,173.63	0.00
07/20/17	2017 Dodge Ram 2500	3C6UR5DJ9HG558516	57,461.33	57,461.33	0.00
08/14/17	2017 JEEP Renegade	ZACCJBAB8HPF77502	24,799.64	24,799.64	0.00
08/31/17	2016 Ford F-250	1FDBF2B67GED03175	55,095.84	55,095.84	0.00
08/29/17	2017 Dodge Ram	3C6URSDJ1HG639624	56,400.49	56,400.49	0.00
09/22/17	2016 FORD F450 Stakebody -new	1FD0W4GT6GED45306	68,947.00	68,947.00	0.00
09/22/17	2016 FORD F450 Stakebody -new	1FD0W4GT8GED33111	68,947.00	68,947.00	0.00
10/30/17	2016 FORD F450 Stakebody -new	1FD0W4GT4GED36491	71,194.50	71,194.50	0.00
11/06/17	2016 FORD F450 UTILITY BODY - NEW	1FD0W4GT1GED16831	71,196.00	71,196.00	0.00
12/12/17	2018 Ford F150 - Sales/Admin	1FTFW1RG0JFA40754	126,425.02	126,425.02	0.00
02/28/18	2016 Ford F450 Stakebody	1FDOW4GT8GEC76652	70,077.50	68,408.99	1,668.51
03/09/18	2018 GMC Savana 3500	1GJZ7NFB0J1212992	42,297.96	41,290.87	1,007.09
03/09/18	2018 GMC Savana 3500	1GJZ7NFB0J1211440	42,297.96	41,290.87	1,007.09
03/09/18	2018 GMC Savana 3500	1GJZ7NFB4J1213126	42,297.96	41,290.87	1,007.09
03/09/18	2018 GMC Savana 3500	1GJZ7NFB9J1212098	42,297.96	41,290.87	1,007.09
03/09/18	2018 GMC Savana 3500	1GJZ7NFB9J1212585	42,297.58	41,290.49	1,007.09
03/09/18	2018 GMC Savana 3500	1GJZ7NFB1J1214928	42,297.96	41,290.87	1,007.09
03/26/18	2018 GMC SIERRA	1GT2UEY0JF223562	74,555.99	71,893.28	2,662.71
03/29/18	2018 Ford F150 - Sales/Admin	1FTFW1RG1JFB93790	126,907.53	122,375.12	4,532.41
03/26/18	2016 FORD 450 - NEW	1FD0W4GTXGEC77060	78,991.50	76,170.38	2,821.13
04/18/18	2016 FORD F550 - NEW	1FDUF5HT9GEC87648	76,417.50	72,778.57	3,638.93
04/30/18	2016 FORD F450 - NEW	1FD0W4GT1GEC77061	74,391.00	70,848.57	3,542.43

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06/05/18	2018 FORD F750	1FDXF7DXJDF02433	79,462.00	74,732.12	4,729.88
06/12/18	2016 FORD F550 - NEW	1FDUF5HT9GEC68324	95,552.00	89,864.38	5,687.62
07/02/18	2018 Dodge Ram 2500	3C6UR5DJ9JG286250	60,046.18	55,757.17	4,289.01
07/05/18	2018 Ford F150 - Sales/Admin	1FTFW1RG2JFC75673	126,551.12	117,511.75	9,039.37
07/26/18	2018 Dodge Ram 1500	1C6RR7NT5JS194031	49,451.11	45,330.18	4,120.93
08/01/18	2018 Dodge Ram 1500	3C6UR5DJ2JG286249	57,919.01	53,092.43	4,826.58
09/26/18	2018 Dodge Ram 2500	3C6UR5DJ7JG354805	57,787.44	51,595.93	6,191.51
11/05/18	2018 Dodge Ram 2500	3C6UR5DJ9JG354806	57,039.36	50,248.96	6,790.40
11/19/18	2017 Dodge Ram 2500	3C6UR5DJ2HG782212	45,377.06	39,434.83	5,942.23
11/30/18	2018 Dodge Ram 2500	3C6UR5DJ5JG209536	58,410.45	50,761.46	7,648.99
01/15/19	2017 Ford F450 Super Duty	1FDUF4HT5HEC83852	54,786.00	46,959.43	7,826.57
01/22/19	2018 Ford F250	1FD8F2B68JEC70467	91,256.50	77,133.47	14,123.03
01/30/19	2018 Dodge Ram 1500	1C6RR7FT7JS242532	47,523.80	40,168.93	7,354.87
03/28/19	2019 Ford F550	1FD0X5HT6KED89879	102,347.50	84,071.16	18,276.34
04/24/19	2019 Dodge Ram 1500	1C6RR7LT8KS626986	51,335.10	41,556.99	9,778.11
04/24/19	2019 Dodge Ram 1500	1C6RR7LT6KS626985	51,335.10	41,556.99	9,778.11
09/12/19	2017 Ford F-350	1FT8W3B68HEC72489	51,319.56	39,100.62	12,218.94
10/31/19	2019 Ford F-450	1FD0W4GT5KEG57318	64,943.00	47,934.12	17,008.88
11/22/19	2019 Ford F550	1FD0W5GTXKEC15317	68,188.50	49,517.84	18,670.66
12/30/19	2019 Dodge Ram 2500	3C6UR5CJXKG556962	48,874.64	34,910.46	13,964.18
12/30/19	2019 Dodge Ram 1500	1C6RR7LT9KS657003	47,292.15	33,780.11	13,512.04
12/30/19	2019 Dodge Ram 2500	3C6UR5CJXKG587399	48,683.07	34,773.62	13,909.45
12/30/19	2019 Dodge Ram 2500	1C6RR7LT0KS657004	55,601.61	39,715.44	15,886.17
01/02/20	2019 Ford F450	1FD0W4GTXKEE06603	75,315.50	53,796.79	21,518.71
01/02/20	2019 Ford F450	1FD0W4GT9KED72251	75,315.50	53,796.79	21,518.71
02/28/20	2021 Ford 750	1FDXF7DX0MDF00571	86,692.50	59,859.11	26,833.39
03/02/20	2020 Dodge Ram Pickup	1C6SRFHT2LN288389	69,503.23	47,162.91	22,340.32
04/14/20	2020 Jeep Grand Cherokee - Sales/Admin	1C4RJFBG2LC240414	50,790.95	34,465.29	16,325.66
05/20/20	2020 Ford F150 Sales/Admin	1FTEW1E42LFB12385	72,787.10	47,658.22	25,128.88
05/24/20	2020 Dodge Ram Pickup	3C6UR5CJ5LG125074	52,727.76	34,524.13	18,203.63
07/28/20	2020 Ford F550	1FD0W5GT0LED29201	67,402.00	42,527.45	24,874.55
07/28/20	2020 Ford F550	1FD0W5GT6LED54359	67,377.00	42,511.68	24,865.32
07/29/20	2020 Dodge Ram Pickup	3C6UR5CJ1LG106554	52,797.60	33,312.77	19,484.83
07/30/20	2020 Dodge Ram Pickup	3C6UR5CJ9LG148826	53,584.56	33,809.31	19,775.25
08/19/20	2020 Ford F450	1FD0W4GT1LED54442	73,298.50	45,375.26	27,923.24
08/26/20	2020 Ford F550	1FD0W5GT4KEG52035	69,665.50	43,126.26	26,539.24
09/10/20	2019 Ford F550	1FD0W5GT7KEE27656	78,619.50	48,669.21	29,950.29
09/15/20	2020 Dodge Ram Pickup	1C6SRFBT0LN190650	52,573.04	32,545.22	20,027.82
09/30/20	2020 Dodge Ram Pickup	1C6SRFGT0LN231531	51,665.40	31,368.28	20,297.12
10/28/20	2020 Ford F550	1FD0X5HTXLED11977	59,968.10	35,695.30	24,272.80
10/22/20	2020 Super Duty Ford F550 - Chassis	1FD0X5GT2LEC54000	56,361.50	33,548.51	22,812.99
12/05/20	2020 Ford F450	1FD0W4GT1LED99543	68,664.50	40,054.29	28,610.21
12/16/20	2020 Jeep Grand Cherokee - Sales & Admin	1C4RJFBG6LC227553	53,137.44	30,996.84	22,140.60
12/10/20	2020 Dodge Ram Pickup	1C6SRFKTXMN583671	71,852.67	41,914.06	29,938.61
12/29/20	2021 Ford F750	1FDXF7DX4MDF07992	82,797.50	48,298.54	34,498.96
12/31/20	2020 Dodge Ram Pickup	1C6SRFGT2LN239792	50,191.67	29,278.47	20,913.20
12/10/20	2020 Ford F150	1FTEW1E48LKE90380	59,882.85	34,931.66	24,951.19
01/07/21	2020 Ford F550	1FD0W5GT8LEE41079	69,147.00	39,512.57	29,634.43
01/07/21	2021 Ford F550	1FD0X5HT9MEC50350	61,402.00	35,086.86	26,315.14
01/08/21	2020 Dodge Ram Pickup	3C6UR5CJ1LG258463	51,978.29	29,701.88	22,276.41
01/18/21	2020 Ford F550	1FD0W5GT4LEE41080	69,147.00	38,689.39	30,457.61
01/25/21	2020 Ford F550 Super Duty DRW	1FD0W5GT1LEE89202	56,499.00	31,612.54	24,886.46
01/22/21	2019 Dodge Caravan - Sales & Admin	2C4RDGCG9KR620304	40,831.39	22,846.13	17,985.26
02/24/21	2020 Ford F550	1FD0X5HTXLEE53181	173,685.10	95,113.27	78,571.83
03/23/21	2020 Ford F550	1FD0X5GT2LEC54000	29,973.00	16,056.96	13,916.04
04/21/21	2021 Dodge Ram Pickup	VIN: 3C6UR5CJ7MG584222	56,724.84	29,713.01	27,011.83
05/08/21	2021 Ford F150 Pickup Truck	VIN: 1FTFW1E5XMKD78999	59,298.06	30,354.96	28,943.10
05/08/21	2022 Ford F750	VIN: 1FDXF7DX8NDF00187	85,191.50	43,609.93	41,581.57
05/08/21	2022 Ford F750	VIN: 1FDXF7DXXNDF00188	85,191.50	43,609.93	41,581.57
08/23/21	2020 Ford F-550	VIN: 1FD0W5GT2LEE41143	78,114.50	37,197.38	40,917.12
10/21/21	2022 Dodge Ram 2500 Trucks	VIN: 3C6UR5CJ1NG138889	61,001.13	27,595.75	33,405.38
10/21/21	2022 Dodge Ram 2500 Trucks	VIN: 3C6UR5CJ8NG138890	61,207.81	27,689.25	33,518.56
11/11/21	2021 Jeep Grand Cherokee - Sales & Admin	VIN: 1C4RJFBG7MC841979	53,880.90	23,733.25	30,147.65
11/30/21	2022 Dodge Ram 2500	VIN: 3C6UR5CJ7NG156393	60,495.22	26,646.70	33,848.52
11/30/21	2022 Dodge Ram 2500	VIN 3C6UR5CJ5NG156392	90,384.23	39,812.10	50,572.13
09/28/21	Chevrolet - Sales & Admin		15,000.00	6,964.29	8,035.71
02/09/22	2022 Dodge Ram 2500 Truck	VIN: 3C6UR5CJ6NG212484	61,979.88	25,824.95	36,154.93
02/22/22	2022 Dodge Ram 2500 Truck	VIN: 3C6UR5CJ8NG212485	61,979.88	25,087.09	36,892.79
03/15/22	2021 Ford Super Duty F-550 DRW	VIN: 1FD0W5GT8MED97814	76,644.00	31,022.57	45,621.43
03/27/22	2022 Ford F-150	VIN: 1FTFW1E81NFA89661	102,294.01	40,186.93	62,107.08
05/13/22	2022 Ford F-350 Super Duty SRW	VIN: 1FT8W3BN2NEE30781	69,808.73	26,593.80	43,214.93
05/09/22	2022 Ford F-150	VIN: FTFW1E8XNFB05002	101,304.34	38,592.13	62,712.21
05/23/22	2022 Ford F-150	VIN: FTFW1E83NFB07013	112,661.97	41,577.63	71,084.34
05/25/22	2022 Ford F-150	VIN: 1FTFW1E86NFA87498	104,279.85	38,484.23	65,795.62

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07/27/22	2022 Ford Super Duty F-550 DRW	VIN: 1FD0W5GT3NEE30784	80,508.50	27,794.60	52,713.90
07/27/22	2022 Ford Super Duty F-550 DRW	VIN: 1FD0W5GT3NEE30785	80,508.50	27,794.60	52,713.90
08/16/22	2021 Ram 5500 - Sales & Admin	VIN: 3C7WRNBL7MG699295	176,674.69	58,891.56	117,783.13
08/31/22	2022 Ram Truck	VIN: 1C6SRFJT1NN370921	85,559.45	28,519.82	57,039.63
11/18/22	2022 Ram Truck	VIN: 3C6UR5CJ3NG381197	69,887.84	20,799.95	49,087.89
11/18/22	2022 Ram Truck	VIN: 3C6UR5CJ5NG381198	69,887.84	20,799.95	49,087.89
12/08/22	2023 Mercedes LT Sprinter	VIN: W1Y4KBHY9PT121924	63,712.64	18,962.10	44,750.54
12/08/22	2023 Mercedes LT Sprinter	VIN: W1Y4KBHY8PT121932	63,712.64	18,962.10	44,750.54
01/22/23	2023 Ford Transit	SN: 1FDAX2C83PKA39687	61,529.20	16,847.28	44,681.92
02/17/23	2022 Ram 2500 Tradesman Model DJ7L91	VIN: 3C6UR5CJ3NG387646	64,084.75	16,784.10	47,300.65
02/17/23	2022 Ram 2500 Tradesman Model DJ7L91	VIN: 3C6UR5CJ6NG412247	64,920.62	17,003.02	47,917.60
03/23/23	2023 2023 GMC Sierra 2500	VIN: 1GT49REY0PF161949	95,266.49	23,816.62	71,449.87
08/18/23	2023 Dodge Ram 2500	VIN: 3C6UR5CJ8PG552643	70,180.51	13,367.72	56,812.79
08/18/23	2023 Dodge Ram 2500	VIN: 3C6UR5CJ9PG515911	70,180.51	13,367.72	56,812.79
08/11/23	2008 Dodge Caravan	VIN: B136731	1,724.38	459.83	1,264.55
08/21/23	2010 Dodge Caravan	VIN: AR161699	4,390.00	1,170.67	3,219.33
08/31/23	2023 Dodge Ram 2500	VIN: 3C6UR5CJ6PG552642	70,363.79	13,402.63	56,961.16
08/31/23	2023 Ford F150	VIN: 1FTFW1E59PFA52396	91,350.91	17,400.17	73,950.74
09/26/23	2022 Dodge Ram 1500	VIN: 1C6RRFBGXNN424104	51,783.37	9,247.03	42,536.34
10/20/23	2023 Ford F150	VIN: 1FTFW1RG1PFC80209	79,049.02	13,174.84	65,874.18
12/21/23	2023 Ford F150	VIN: 1FTFW1E84PFC42231	141,756.30	20,250.90	121,505.40
12/28/23	2023 Ford F550 Super Duty	VIN: 1FD0W5GT5PEC34025	87,441.33	12,491.62	74,949.71
12/28/23	2023 Ford F550 Super Duty	VIN: 1FD0W5GT3PEC34024	97,653.88	13,950.55	83,703.33
02/08/24	2024 Dodge Ram 2500	VIN: 3C6UR5CJ8RG114207	69,487.05	9,099.49	60,387.56
03/15/24	2024 Dodge Ram 2500	VIN: 3C6UR5CJ8RG258257	70,377.61	8,378.29	61,999.32
03/15/24	2024 Dodge Ram 2500	VIN: 3C6UR5CJXRG258258	70,377.61	8,378.29	61,999.32
04/16/24	2024 Ford SuperDuty F-250	VIN: 1FT8W2BT7REC76521	94,756.43	10,152.47	84,603.96
04/22/24	2023 Ford F1-50 Supercrew	VIN: 1FTFW1ED8PFC87699	86,229.14	9,238.84	76,990.30
04/22/24	2023 Ford Bronco Raptor - Sales & Admin	VIN: 1FMEE5JR1PLB90557	106,323.19	11,391.77	94,931.42
04/29/24	2023 Ford F-150	VIN: 1FTFW1ED2PFB77621	98,631.15	9,393.44	89,237.71
04/29/24	2023 Ford F-150	VIN: 1FTFW1E87PFD25877	100,181.86	9,541.13	90,640.73
05/02/24	2010 Dodge Caravan	VIN: 2D4RN4DE4AR412132	4,390.00	418.10	3,971.90
05/08/24	2010 Dodge Caravan	VIN: 2D4RN4DE7AR372774	4,390.00	418.10	3,971.90
05/17/24	2023 Ford F-150	VIN: 1FTFW1ED3PFB14740	96,340.81	9,175.32	87,165.49
05/28/24	2023 Ford F-550	VIN: 1FD0W5GT8PED63814	97,369.76	8,114.15	89,255.61
05/31/24	2024 Ford F-550	VIN: 1FD0W5HTXREC30408	103,252.76	8,604.40	94,648.36
07/19/24	2024 Dodge Ram 2500 Tradesman	VIN: 3C6UR5CJ3RG158065	69,853.44	4,157.94	65,695.50
07/19/24	2024 Dodge Ram 2500 Tradesman	VIN: 3C6UR5CJ1RG158064	69,853.44	4,157.94	65,695.50
07/22/24	2024 Ford F-150	VIN: 1FTFW7L81RFB17857	100,009.30	5,952.93	94,056.37
07/24/24	2024 Ford F-550	VIN: 1FD0W5GT0RED41745	101,506.76	6,042.07	95,464.69
08/01/24	2019 Ford F-150	VIN: 1FTEW1E5XKFB57498	39,860.15	2,372.63	37,487.52
08/21/24	2024 Ford F-450	VIN: 1FD0W4HT7REE22671	100,172.76	4,770.13	95,402.63
09/03/24	2024 Ford F-150	VIN: 1FTFW1RJ7RFB30328	142,173.23	6,770.15	135,403.08
09/05/24	2024 GMC SIERRA 1500	VIN: 3GTUUGE87RG394263	96,534.32	4,596.87	91,937.45
09/05/24	2024 GMC SIERRA 2500	VIN: 1GT49XEY1RF403008	108,733.43	5,177.78	103,555.65
09/27/24	2024 FORD F-550	VIN: 1FD0W5GT6RED37649	83,006.76	2,964.53	80,042.23
10/07/24	2024 DODGE RAM 2500	VIN: 3C6UR5CJ7RG337760	72,657.93	2,594.93	70,063.00
10/24/24	2024 CHEVROLET EXPRESS 3500 VAN	VIN: 1GAZGPF77R1289278	59,133.73	1,407.95	57,725.78
10/24/24	2024 CHEVROLET EXPRESS 3500 VAN	VIN: 1GAZGPF76R1288977	59,133.73	1,407.95	57,725.78
10/24/24	2024 CHEVROLET EXPRESS 3500 VAN	VIN: 1GAZGPF70R1289011	59,133.73	1,407.95	57,725.78
10/24/24	2024 CHEVROLET EXPRESS 3500 VAN	VIN: 1GAZGPF7XR1289114	59,133.73	1,407.95	57,725.78
10/31/24	2021 CADILLAC XT6	VIN: 1GYKPDRSXMZ208494	43,838.11	1,043.76	42,794.35
12/23/24	2024 CHEVROLET EXPRESS 2500 VAN	VIN: 1GAWGEF71R1183416	51,367.96	611.52	50,756.44
Small Trucks & Vehicles			**14,921,309.97**	**9,577,963.34**	**5,343,346.63**

Company ID Number: 1215880

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Asphalt Paving Systems Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1215880

Approved by:

Employer Asphalt Paving Systems Inc	
Name (Please Type or Print) Steven G Plummer	Title
Signature Electronically Signed	Date 07/22/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/22/2017

Company ID Number: 1215880

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Asphalt Paving Systems Inc
Company Facility Address	500 N Egg Harbor Road Hammonton, NJ 08037
Company Alternate Address	P.O. Box 530 Hammonton, NJ 08037
County or Parish	ATLANTIC
Employer Identification Number	223787755
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	2

Company ID Number: 1215880

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)
NEW JERSEY	1 site(s)

Company ID Number: 1215880

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Michelle Donio
Phone Number	(609) 561 - 4161 ext. 207
Fax Number	(609) 567 - 2824
Email Address	mdonio@asphaltpavingsystems.com

Name	Tammi Massey
Phone Number	(609) 561 - 4161 ext. 214
Fax Number	(609) 567 - 2824
Email Address	tmassey@asphaltpavingsystems.com

Name	Steven G Plummer
Phone Number	(609) 561 - 4161 ext. 215
Fax Number	(609) 567 - 2824
Email Address	steve.plummer@comcast.net

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Insurance Requirements

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

2. **Automobile liability** insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

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

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

Requested Endorsements that need to accompany the Certificate of Insurance are as follows:

- **Additional Insured** on General Liability and Commercial Auto
- **Waiver of Subrogation** on General Liability, Commercial Auto and Workers Compensation

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

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#1 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of☐ physical presence or☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

ATTACHMENT 4
PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

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

1. INTENT OF CONTRACT DOCUMENTS

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

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

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

2. ERRORS AND OMISSIONS

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

3. EMERGENCIES

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

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon

as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

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

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

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

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

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

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

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

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

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

5. GENERAL INSPECTION REQUIREMENTS

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

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

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

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

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

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

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

6. PROJECT MANAGER

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

7. CONTRACT TIME AND TIME EXTENSIONS

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

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

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

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

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

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65

$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

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

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

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

8. HOURS OF OPERATION

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

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

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

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County

observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

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

9. CHANGES IN WORK

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

10. CLAIMS AND DISPUTES

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

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

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

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

expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

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

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

11. LANDS FOR WORK AND ACCESS THERETO

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

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

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

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

12. MAINTENANCE OF TRAFFIC (MOT)

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

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", latest edition, or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", latest edition, or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN,

CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

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

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

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

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

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

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

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

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

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials

of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

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

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

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

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

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

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

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

15. EQUIPMENT

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

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

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

16. SANITATION

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

17. OTHER WORK

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

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

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work

with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

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

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

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

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

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

20. FINAL ACCEPTANCE

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

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by

process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

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

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

22. WARRANTY

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

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

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

DATE: 03/19/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42826
Jordan Salinger, Public Works Operations Director
BY: Melanie Pompos, Procurement Agent II
SUBJECT: Road Resurfacing and Related Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contracts 25-754 for countywide Road Resurfacing and Related Services as needed with the following pool of vendors: C.W. Roberts Contracting, Incorporated (Tallahassee, FL); Estep Construction, Inc. (Apopka, FL); Jr. Davis Construction Company, Inc. (Kissimmee, FL); Premier Paving LLC (Deland, FL); Ranger Construction Industries, Inc. (West Palm Beach, FL - providing services from Winter Garden, FL); Superior Asphalt, Inc. (Bradenton, FL); and The Middlesex Corporation (Littleton, MA - providing services from Orlando, FL); and
2. To authorize the Office of Procurement Services to execute the contracts with the selected vendors and all supporting documentation.

The estimated annual fiscal impact is $8,000,000 (expenditure). Annual expenditures will not exceed available funding in each approved Fiscal Year's Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Public Works Department issued Invitation to Bid 25-754, for road resurfacing and related services on an as-needed basis to replace the expiring vendor pool of 22-537 Contracts. The solicitation allows for a pool of vendors and provides for an initial one-year term with two subsequent two-year renewals. The attached tabulation sheet reflects seven submissions.

Staff recommends awarding contracts to the seven responsible and responsive vendors as qualified participants for the bidding process for various road resurfacing and related services throughout the County, as follows: to C.W. Roberts Contracting, Incorporated (Tallahassee, FL); Estep Construction, Inc. (Apopka, FL); Jr. Davis Construction Company, Inc. (Kissimmee, FL); Premier Paving LLC (Deland, FL); Ranger Construction Industries, Inc. (West Palm Beach, FL - providing services from Winter Garden, FL); Superior Asphalt, Inc. (Bradenton, FL); and The Middlesex Corporation (Littleton, MA - providing services from Orlando, FL). When work is required under contract, the pool of contractors submit a quotation via the County's RFQ system for the individual task. All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction,

Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

The prior Fiscal Year's expenditures totaled $5,281,073.

Fiscal Impact: $8,000,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
VARIOUS	VARIOUS	VARIOUS	VARIOUS		$8,000,000.00

Advertised Date: Paper:

Attachments:

1.	25-754_BidTabulation
2.	PAWS Award Recommendation
3.	25-754A C.W. Roberts Contracting, Inc.
4.	25-754B Estep Construction Inc.
5.	25-754C Jr. Davis Construction Co., Inc
6.	25-457D Premier Paving LLC
7.	25-754E Ranger Construction Industries Inc
8.	SunBiz-Ranger Construction Industries Inc
9.	25-754F Superior Asphalt Inc
10.	25-754G The Middlesex Corporation

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 03/19/2026
Ron Falanga	Approved - 03/19/2026
Jeffrey Earhart	Approved - 03/19/2026
David Hill	Approved - 03/24/2026
Kerri Andrews	Approved - 03/24/2026
Grace Burgos	Approved - 04/02/2026
Roberto Bonilla	Approved - 04/02/2026
Rachel Bartolowits	Approved - 04/13/2026
Kandace Pourbaix	Approved - 04/13/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

25-754 Road Resurfacing and Related Services Price Tabulation Sheet

Company Names			CW Roberts Contracting, Inc.		Estep Construction Inc.		Jr. Davis Connstruction Co., Inc.		Premier Paving, LLC		Ranger Construction Industries, Inc.		Superior Asphalt, Inc.		The Middlesex Corporation	
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type																
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 13.00	$ 65,000.00	$ 17.00	$ 85,000.00	$ 20.20	$ 101,000.00	$ 12.50	$ 62,500.00	$ 18.95	$ 94,750.00	$ 18.70	$ 93,500.00	$ 75.00	$ 375,000.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 10.25	$ 10,250.00	$ 16.60	$ 16,600.00	$ 30.30	$ 30,300.00	$ 11.50	$ 11,500.00	$ 37.60	$ 37,600.00	$ 27.40	$ 27,400.00	$ 40.00	$ 40,000.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 8.00	$ 160,000.00	$ 8.40	$ 168,000.00	$ 12.15	$ 243,000.00	$ 10.25	$ 205,000.00	$ 13.15	$ 263,000.00	$ 10.30	$ 206,000.00	$ 19.00	$ 380,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 12.50	$ 62,500.00	$ 10.54	$ 52,700.00	$ 18.15	$ 90,750.00	$ 11.85	$ 59,250.00	$ 13.35	$ 66,750.00	$ 14.30	$ 71,500.00	$ 23.00	$ 115,000.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 10.25	$ 2,562,500.00	$ 9.51	$ 2,377,500.00	$ 13.35	$ 3,337,500.00	$ 10.85	$ 2,712,500.00	$ 12.50	$ 3,125,000.00	$ 10.60	$ 2,650,000.00	$ 16.50	$ 4,125,000.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 14.00	$ 70,000.00	$ 14.61	$ 73,050.00	$ 20.50	$ 102,500.00	$ 14.00	$ 70,000.00	$ 16.40	$ 82,000.00	$ 15.85	$ 79,250.00	$ 27.50	$ 137,500.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 12.50	$ 250,000.00	$ 13.95	$ 279,000.00	$ 15.90	$ 318,000.00	$13.00	$ 260,000.00	$ 16.05	$ 321,000.00	$ 13.05	$ 261,000.00	$ 25.00	$ 500,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 16.75	$ 83,750.00	$ 16.96	$ 84,800.00	$ 26.65	$ 133,250.00	$ 15.00	$ 75,000.00	$ 19.30	$ 96,500.00	$ 17.85	$ 89,250.00	$ 25.25	$ 126,250.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 15.00	$ 300,000.00	$ 14.77	$ 295,400.00	$ 22.40	$ 448,000.00	$ 14.00	$ 280,000.00	$ 18.10	$ 362,000.00	$ 16.90	$ 338,000.00	$ 21.00	$ 420,000.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 21.00	$ 105,000.00	$ 20.27	$ 101,350.00	$ 29.05	$ 145,250.00	$ 18.00	$ 90,000.00	$ 22.25	$ 111,250.00	$ 19.45	$ 97,250.00	$ 40.00	$ 200,000.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 19.00	$ 95,000.00	$ 20.27	$ 101,350.00	$ 24.85	$ 124,250.00	$ 16.50	$ 82,500.00	$ 23.25	$ 116,250.00	$ 19.75	$ 98,750.00	$ 28.00	$ 140,000.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 SY	SY	5,000	$ 21.00	$ 105,000.00	$ 21.86	$ 109,300.00	$ 29.05	$ 145,250.00	$ 19.50	$ 97,500.00	$ 23.25	$ 116,250.00	$ 19.45	$ 97,250.00	$ 42.50	$ 212,500.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 SY	SY	250,000	$ 19.00	$ 4,750,000.00	$ 18.98	$ 4,745,000.00	$ 20.75	$ 5,187,500.00	$ 18.50	$ 4,625,000.00	$ 20.35	$ 5,087,500.00	$ 17.25	$ 4,312,500.00	$ 20.25	$ 5,062,500.00
0.50" Leveling Course	SY	10,000	$ 7.50	$ 75,000.00	$ 5.73	$ 57,300.00	$ 11.80	$ 118,000.00	$ 9.25	$ 92,500.00	$ 22.00	$ 220,000.00	$ 8.50	$ 85,000.00	$ 20.00	$ 200,000.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 68.50	$ 137,000.00	$ 62.84	$ 125,680.00	$ 104.10	$ 208,200.00	$ 5.50	$ 11,000.00	$ 65.00	$ 130,000.00	$ 66.90	$ 133,800.00	$ 125.00	$ 250,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 17.88**	**$ 8,831,000.00**	**$ 18.15**	**$ 8,672,030.00**	**$ 26.61**	**$ 10,732,750.00**	**$ 13.35**	**$ 8,734,250.00**	**$ 22.77**	**$ 10,229,850.00**	**$ 19.75**	**$ 8,640,450.00**	**$ 36.53**	**$ 12,283,750.00**
Asphalt Milling																
1" Asphalt Milling	SY	25,000.00	$ 3.65	$ 91,250.00	$ 2.44	$ 61,000.00	$ 11.95	$ 298,750.00	$ 9.00	$ 225,000.00	$ 4.30	$ 107,500.00	$ 5.50	$ 137,500.00	$ 9.00	$ 225,000.00
1.5" Asphalt Milling	SY	250,000.00	$ 4.00	$ 1,000,000.00	$ 2.44	$ 610,000.00	$ 9.15	$ 2,287,500.00	$ 10.00	$ 2,500,000.00	$ 4.85	$ 1,212,500.00	$ 4.45	$ 1,112,500.00	$ 6.00	$ 1,500,000.00
0"- 2" Profile Correction Milling	SY	2,500.00	$ 3.65	$ 9,125.00	$ 4.88	$ 12,200.00	$ 17.15	$ 42,875.00	$ 8.75	$ 21,875.00	$ 7.75	$ 19,375.00	$ 10.40	$ 26,000.00	$ 12.00	$ 30,000.00
6" Asphalt Milling (Base Repair)	SY	2,000.00	$ 13.25	$ 26,500.00	$ 6.10	$ 12,200.00	$ 38.15	$ 76,300.00	$ 6.50	$ 13,000.00	$ 26.35	$ 52,700.00	$ 27.75	$ 55,500.00	$ 45.00	$ 90,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 6.14**	**$ 1,126,875.00**	**$ 3.97**	**$ 695,400.00**	**$ 19.10**	**$ 2,705,425.00**	**$ 8.56**	**$ 2,759,875.00**	**$ 10.81**	**$ 1,392,075.00**	**$ 12.03**	**$ 1,331,500.00**	**$ 18.00**	**$ 1,845,000.00**
Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST (PAINT)**	**ESTIMATED TOTAL COST**	**UNIT COST (PAINT)**	**ESTIMATED TOTAL COST**	**UNIT COST (PAINT)**	**ESTIMATED TOTAL COST**	**UNIT COST (PAINT)**	**ESTIMATED TOTAL COST**	**UNIT COST (PAINT)**	**ESTIMATED TOTAL COST**	**UNIT COST (PAINT)**	**ESTIMATED TOTAL COST**	**UNIT COST (PAINT)**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.80	$ 8,000.00	$ 0.24	$ 2,400.00	$ 0.22	$ 2,200.00	$ 5.00	$ 50,000.00	$ 0.25	$ 2,500.00	$ 0.20	$ 2,000.00	$ 0.25	$ 2,500.00
4" Yellow	LF	10,000	$ 0.80	$ 8,000.00	$ 0.24	$ 2,400.00	$ 0.22	$ 2,200.00	$ 5.50	$ 55,000.00	$ 0.25	$ 2,500.00	$ 0.20	$ 2,000.00	$ 0.25	$ 2,500.00
6" White	LF	45,000	$ 1.00	$ 45,000.00	$ 0.47	$ 21,150.00	$ 0.49	$ 22,050.00	$ 6.00	$ 270,000.00	$ 0.45	$ 20,250.00	$ 0.40	$ 18,000.00	$ 0.60	$ 27,000.00
6" Yellow	LF	45,000	$ 1.00	$ 45,000.00	$ 0.47	$ 21,150.00	$ 0.49	$ 22,050.00	$ 6.50	$ 292,500.00	$ 0.45	$ 20,250.00	$ 0.40	$ 18,000.00	$ 0.60	$ 27,000.00
8" White	LF	10,000	$ 2.00	$ 20,000.00	$ 0.88	$ 8,800.00	$ 0.49	$ 4,900.00	$ 8.00	$ 80,000.00	$ 0.85	$ 8,500.00	$ 0.75	$ 7,500.00	$ 1.00	$ 10,000.00
8" Yellow	LF	5,000	$ 2.00	$ 10,000.00	$ 0.88	$ 4,400.00	$ 0.49	$ 2,450.00	$ 8.50	$ 42,500.00	$ 0.85	$ 4,250.00	$ 0.75	$ 3,750.00	$ 1.00	$ 5,000.00
12" White	LF	10,000	$ 3.00	$ 30,000.00	$ 2.35	$ 23,500.00	$ 1.73	$ 17,300.00	$ 10.00	$ 100,000.00	$ 2.35	$ 23,500.00	$ 2.00	$ 20,000.00	$ 3.00	$ 30,000.00
18" White	LF	5,000	$ 3.50	$ 17,500.00	$ 4.11	$ 20,550.00	$ 1.76	$ 8,800.00	$ 12.50	$ 62,500.00	$ 4.10	$ 20,500.00	$ 3.50	$ 17,500.00	$ 4.00	$ 20,000.00
18" Yellow	LF	5,000	$ 3.50	$ 17,500.00	$ 4.11	$ 20,550.00	$ 1.76	$ 8,800.00	$ 13.00	$ 65,000.00	$ 4.10	$ 20,500.00	$ 3.50	$ 17,500.00	$ 4.00	$ 20,000.00
24" White	LF	500	$ 6.00	$ 3,000.00	$ 4.70	$ 2,350.00	$ 10.10	$ 5,050.00	$ 4.00	$ 2,000.00	$ 4.65	$ 2,325.00	$ 4.00	$ 2,000.00	$ 8.50	$ 4,250.00
Symbol - Single Arrow	EA	500	$ 75.00	$ 37,500.00	$ 58.75	$ 29,375.00	$ 43.27	$ 21,635.00	$ 500.00	$ 250,000.00	$ 58.30	$ 29,150.00	$ 50.00	$ 25,000.00	$ 65.00	$ 32,500.00
Symbol - Combination Arrow	EA	200	$ 75.00	$ 15,000.00	$ 94.00	$ 18,800.00	$ 57.70	$ 11,540.00	$ 650.00	$ 130,000.00	$ 93.30	$ 18,660.00	$ 80.00	$ 16,000.00	$ 100.00	$ 20,000.00
Message - School w/bars	EA	50	$ 100.00	$ 5,000.00	$ 117.50	$ 5,875.00	$ 100.97	$ 5,048.50	$ 1,250.00	$ 62,500.00	$ 116.60	$ 5,830.00	$ 100.00	$ 5,000.00	$ 125.00	$ 6,250.00
Message - Railroad w/bars	EA	50	$ 100.00	$ 5,000.00	$ 117.50	$ 5,875.00	$ 100.97	$ 5,048.50	$ 1,250.00	$ 62,500.00	$ 116.60	$ 5,830.00	$ 100.00	$ 5,000.00	$ 125.00	$ 6,250.00
Message - Only	EA	100	$ 75.00	$ 7,500.00	$ 58.75	$ 5,875.00	$ 100.97	$ 10,097.00	$ 1,500.00	$ 150,000.00	$ 58.30	$ 5,830.00	$ 50.00	$ 5,000.00	$ 125.00	$ 12,500.00
Message - Merge	EA	100	$ 75.00	$ 7,500.00	$ 58.75	$ 5,875.00	$ 50.49	$ 5,049.00	$ 1,500.00	$ 150,000.00	$ 58.30	$ 5,830.00	$ 50.00	$ 5,000.00	$ 75.00	$ 7,500.00
Message - Stop	EA	25	$ 75.00	$ 1,875.00	$ 58.75	$ 1,468.75	$ 108.19	$ 2,704.75	$ 1,500.00	$ 37,500.00	$ 58.30	$ 1,457.50	$ 50.00	$ 1,250.00	$ 150.00	$ 3,750.00
Message - Bicycle Symbol	EA	200	$ 75.00	$ 15,000.00	$ 17.63	$ 3,526.00	$ 4.33	$ 866.00	$ 1,750.00	$ 350,000.00	$ 17.50	$ 3,500.00	$ 15.00	$ 3,000.00	$ 30.00	$ 6,000.00
Message - Misc 4 to 6 letters	EA	200	$ 75.00	$ 15,000.00	$ 11.75	$ 2,350.00	$ 21.64	$ 4,328.00	$ 1,250.00	$ 250,000.00	$ 11.65	$ 2,330.00	$ 10.00	$ 2,000.00	$ 25.00	$ 5,000.00
24" white stop bar up to 12'	EA	500	$ 150.00	$ 75,000.00	$ 56.40	$ 28,200.00	$ 110.00	$ 55,000.00	$ 1,250.00	$ 625,000.00	$ 56.00	$ 28,000.00	$ 48.00	$ 24,000.00	$ 100.00	$ 50,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 100.00	$ 10,000.00	$ 129.25	$ 12,925.00	$ 160.00	$ 16,000.00	$ 2,000.00	$ 200,000.00	$ 128.30	$ 12,830.00	$ 110.00	$ 11,000.00	$ 150.00	$ 15,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 100.00	$ 10,000.00	$ 197.40	$ 19,740.00	$ 289.00	$ 28,900.00	$ 2,325.00	$ 232,500.00	$ 195.90	$ 19,590.00	$ 168.00	$ 16,800.00	$ 200.00	$ 20,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 5.00	$ 10,000.00	$ 4.70	$ 9,400.00	$ 6.92	$ 13,840.00	$ 6.50	$ 13,000.00	$ 4.65	$ 9,300.00	$ 4.00	$ 8,000.00	$ 7.50	$ 15,000.00
Misc				$ -		$ -		$ -		$ -		$ -		$ -		$ -
Misc				$ -		$ -		$ -		$ -		$ -		$ -		$ -
Misc				$ -		$ -		$ -		$ -		$ -		$ -		$ -
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 47.98**	**$ 418,375.00**	**$ 43.46**	**$ 276,534.75**	**$ 50.97**	**$ 275,856.75**	**$ 730.89**	**$ 3,532,500.00**	**$ 43.13**	**$ 273,212.50**	**$ 36.99**	**$ 235,300.00**	**$ 56.55**	**$ 348,000.00**
Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST (THERMOPLASTIC)**	**ESTIMATED TOTAL COST**	**UNIT COST (THERMOPLASTIC)**	**ESTIMATED TOTAL COST**	**UNIT COST (THERMOPLASTIC)**	**ESTIMATED TOTAL COST**	**UNIT COST (THERMOPLASTIC)**	**ESTIMATED TOTAL COST**	**UNIT COST (THERMOPLASTIC)**	**ESTIMATED TOTAL COST**	**UNIT COST (THERMOPLASTIC)**	**ESTIMATED TOTAL COST**	**UNIT COST (THERMOPLASTIC)**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 1.50	$ 15,000.00	$ 0.71	$ 7,100.00	$ 0.72	$ 7,200.00	$ 6.00	$ 60,000.00	$ 0.70	$ 7,000.00	$ 0.60	$ 6,000.00	$ 0.70	$ 7,000.00
4" Yellow	LF	10,000	$ 1.50	$ 15,000.00	$ 0.71	$ 7,100.00	$ 0.72	$ 7,200.00	$ 6.50	$ 65,000.00	$ 0.70	$ 7,000.00	$ 0.60	$ 6,000.00	$ 0.70	$ 7,000.00
6" White	LF	45,000	$ 1.75	$ 78,750.00	$ 1.18	$ 53,100.00	$ 1.51	$ 67,950.00	$ 7.00	$ 315,000.00	$ 1.15	$ 51,750.00	$ 1.00	$ 45,000.00	$ 1.50	$ 67,500.00
6" Yellow	LF	45,000	$ 1.75	$ 78,750.00	$ 1.18	$ 53,100.00	$ 1.51	$ 67,950.00	$ 7.50	$ 337,500.00	$ 1.15	$ 51,750.00	$ 1.00	$ 45,000.00	$ 1.50	$ 67,500.00
8" White	LF	10,000	$ 2.50	$ 25,000.00	$ 1.47	$ 14,700.00	$ 1.53	$ 15,300.00	$ 9.00	$ 90,000.00	$ 1.45	$ 14,500.00	$ 1.25	$ 12,500.00	$ 1.50	$ 15,000.00
8" Yellow	LF	5,000	$ 2.50	$ 12,500.00	$ 1.47	$ 7,350.00	$ 1.53	$ 7,650.00	$ 9.50	$ 47,500.00	$ 1.45	$ 7,250.00	$ 1.25	$ 6,250.00	$ 1.50	$ 7,500.00
12" White	LF	10,000	$ 3.50	$ 35,000.00	$ 4.11	$ 41,100.00	$ 3.89	$ 38,900.00	$ 10.00	$ 100,000.00	$ 4.10	$ 41,000.00	$ 3.50	$ 35,000.00	$ 5.00	$ 50,000.00
18" White	LF	5,000	$ 4.00	$ 20,000.00	$ 6.46	$ 32,300.00	$ 4.62	$ 23,100.00	$ 12.50	$ 62,500.00	$ 6.40	$ 32,000.00	$ 5.50	$ 27,500.00	$ 5.00	$ 25,000.00
18" Yellow	LF	5,000	$ 4.00	$ 20,000.00	$ 6.46	$ 32,300.00	$ 4.62	$ 23,100.00	$ 12.75	$ 63,750.00	$ 6.40	$ 32,000.00	$ 5.50	$ 27,500.00	$ 5.00	$ 25,000.00
24" White	LF	500	$ 6.50	$ 3,250.00	$ 8.81	$ 4,405.00	$ 14.42	$ 7,210.00	$ 14.00	$ 7,000.00	$ 8.75	$ 4,375.00	$ 7.50	$ 3,750.00	$ 12.50	$ 6,250.00
Symbol - Single Arrow	EA	500	$ 150.00	$ 75,000.00	$ 117.50	$ 58,750.00	$ 122.61	$ 61,305.00	$ 750.00	$ 375,000.00	$ 116.60	$ 58,300.00	$ 100.00	$ 50,000.00	$ 125.00	$ 62,500.00
Symbol - Combination Arrow	EA	200	$ 150.00	$ 30,000.00	$ 205.63	$ 41,126.00	$ 144.25	$ 28,850.00	$ 850.00	$ 170,000.00	$ 204.10	$ 40,820.00	$ 175.00	$ 35,000.00	$ 150.00	$ 30,000.00
Message - School w/bars	EA	50	$ 200.00	$ 10,000.00	$ 528.75	$ 26,437.50	$ 300.00	$ 15,000.00	$ 950.00	$ 47,500.00	$ 524.50	$ 26,225.00	$ 450.00	$ 22,500.00	$ 500.00	$ 25,000.00
Message - Railroad w/bars	EA	50	$ 200.00	$ 10,000.00	$ 528.75	$ 26,437.50	$ 300.00	$ 15,000.00	$ 1,250.00	$ 62,500.00	$ 524.50	$ 26,225.00	$ 450.00	$ 22,500.00	$ 500.00	$ 25,000.00
Message - Only	EA	100	$ 150.00	$ 15,000.00	$ 176.25	$ 17,625.00	$ 252.43	$ 25,243.00	$ 1,250.00	$ 125,000.00	$ 174.90	$ 17,490.00	$ 150.00	$ 15,000.00	$ 250.00	$ 25,000.00
Message - Merge	EA	100	$ 150.00	$ 15,000.00	$ 205.63	$ 20,563.00	$ 230.80	$ 23,080.00	$ 1,500.00	$ 150,000.00	$ 204.10	$ 20,410.00	$ 175.00	$ 17,500.00	$ 250.00	$ 25,000.00
Message - Stop	EA	25	$ 150.00	$ 3,750.00	$ 176.25	$ 4,406.25	$ 331.77	$ 8,294.25	$ 1,500.00	$ 37,500.00	$ 174.90	$ 4,372.50	$ 150.00	$ 3,750.00	$ 350.00	$ 8,750.00
Message - Bicycle Symbol	EA	200	$ 150.00	$ 30,000.00	$ 381.88	$ 76,376.00	$ 461.59	$ 92,318.00	$ 1,750.00	$ 350,000.00	$ 379.00	$ 75,800.00	$ 325.00	$ 65,000.00	$ 400.00	$ 80,000.00
Message - Misc 4 to 6 letters	EA	200	$ 150.00	$ 30,000.00	$ 35.25	$ 7,050.00	$ 144.25	$ 28,850.00	$ 1,250.00	$ 250,000.00	$ 35.00	$ 7,000.00	$ 30.00	$ 6,000.00	$ 125.00	$ 25,000.00
24" white stop bar up to 12'	EA	500	$ 200.00	$ 100,000.00	$ 112.80	$ 56,400.00	$ 173.10	$ 86,550.00	$ 1,350.00	$ 675,000.00	$ 111.90	$ 55,950.00	$ 96.00	$ 48,000.00	$ 150.00	$ 75,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 150.00	$ 15,000.00	$ 258.50	$ 25,850.00	$ 302.00	$ 30,200.00	$ 2,500.00	$ 250,000.00	$ 256.50	$ 25,650.00	$ 220.00	$ 22,000.00	$ 300.00	$ 30,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 150.00	$ 15,000.00	$ 364.25	$ 36,425.00	$ 390.00	$ 39,000.00	$ 2,750.00	$ 275,000.00	$ 361.50	$ 36,150.00	$ 310.00	$ 31,000.00	$ 400.00	$ 40,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 5.00	$ 10,000.00	$ 4.70	$ 9,400.00	$ 6.90	$ 13,800.00	$ 6.50	$ 13,000.00	$ 4.65	$ 9,300.00	$ 4.00	$ 8,000.00	$ 7.50	$ 15,000.00
Misc				$ -		$ -		$ -		$ -		$ -		$ -		$ -
Misc				$ -		$ -		$ -		$ -		$ -		$ -		$ -
Misc				$ -	$ -	$ -		$ -		$ -		$ -		$ -		$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 86.28**	**$ 662,000.00**	**$ 136.03**	**$ 659,401.25**	**$ 138.90**	**$ 733,050.25**	**$ 771.79**	**$ 3,928,750.00**	**$ 134.97**	**$ 652,317.50**	**$ 115.77**	**$ 560,750.00**	**$ 154.02**	**$ 744,000.00**
Miscellaneous Items	**UNIT**	**QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 65.00	$ 6,500.00	$ 125.00	$ 12,500.00	$ 29.55	$ 2,955.00	$ 90.00	$ 9,000.00	$ 40.80	$ 4,080.00	$ 20.00	$ 2,000.00	$ 50.00	$ 5,000.00
Asphalt Millings Hauled by Contractor**	CY	1,000	$ 15.00	$ 15,000.00	$ 36.19	$ 36,190.00	$ 41.55	$ 41,550.00	$ 15.00	$ 15,000.00	$ 122.40	$ 122,400.00	$ 31.60	$ 31,600.00	$ 50.00	$ 50,000.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1	$ 15,000.00	$ 15,000.00	$ 5,405.00	$ 5,405.00	$ 12,690.00	$ 12,690.00	$ 450.00	$ 450.00	$ 14,000.00	$ 14,000.00	$ 9,875.00	$ 9,875.00	$ 20,000.00	$ 20,000.00
Misc				$ -		$ -		$ -		$ -		$ -		$ -		$ -
Portable Changeable Message Sign			**Misc. Total Cost:**	**$ 36,500.00**	**Misc. Total Cost:**	**$ 54,095.00**	**Misc. Total Cost:**	**$ 57,195.00**	**Misc. Total Cost:**	**$ 24,450.00**	**Misc. Total Cost:**	**$ 140,480.00**	**Misc. Total Cost:**	**$ 43,475.00**	**Misc. Total Cost:**	**$ 75,000.00**
Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location**																
Above Quanities are estimates for bid purposes and are in no way a guarentee of work																
TOTAL BID AMOUNT:			**$ 11,074,750.00**		**$ 10,357,461.00**		**$ 14,504,277.00**		**$ 18,979,825.00**		**$ 12,687,935.00**		**$ 10,811,475.00**		**$ 15,295,750.00**	

Award Recommendation Number AR-25-754-1

Solicitation Number: 25-754

Title: Road Resurfacing and Related Services

Recommended Vendor: C.W. Roberts Contracting, Inc., Estep Constructions, Inc., Jr. Davis Construction Company, Inc., Premier Paving LLC, Ranger Construction Industries, Inc., Superior Asphalt, Inc., The Middlesex Corporation

Total number of responses: 7
Total number of acceptable responses received: 7

Contract Type: Term Contract

Is this purchase related to Information Technology? No
Vehicle Purchase? No
Is Federal or Grant Funded? No

Award Recommendation Type: ITB
Award Recommendation Basis: Other
Basis Details: County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors.

Comments:

Comments from SR- It is not grant funded, however, FHWA Form 1273 is added in case grant funding is received for any projects. Per the department, FEMA language is not required. Bid bonds are not required, however, projects will be required to have performance and payment bonds. User Department desires to award to all to establish a pool of vendors for job order road resurfacing and related services projects. Each project shall go through the RFQ system and be awarded to the lowest priced vendor for that specific project scope. Reference checks are currently being completed and will be shared with user department for review. *MP- Corrected Approvers 1/30/2026*

Contracting Officer Comments:

Funding sources:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount	Federal Or Grant Funded
2nd Renewal Sales Tax	3050	5056550	860679	0	2000000	No

Last Fiscal Year Spend $5,281,073

Fiscal Year Budget $2,000,000.00

Initiator Name: Melanie Pompos — Date: 1/30/2026 8:48:47 AM

Step 2 - Project Manager: David Hill — Date: 2/4/2026 9:15:53 AM

Step 3 - Financial Approval: Grace Burgos — Date: 2/16/2026 6:32:47 PM

Step 4 - Division Manager: Jordan Salinger — Date: 2/20/2026 10:25:36 AM

Step 5 - Department Director: Bobby Bonilla — Date: 2/20/2026 11:41:36 AM

Step 10 - Contracting Officer Review: Melanie Pompos — Date: 2/23/2026 3:10:47 PM

POOL CONTRACT NO. 25-754A
For
ROAD RESURFACING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **C.W. Roberts Contracting, Incorporated** (hereinafter "Contractor") to supply **Road Resurfacing and Related Services** to the County pursuant to County Bid number 25-754 with any included addenda (hereinafter "Bid"), with an opening date of 12/16/2025, and Contractor's Bid response dated 12/16/2025, thereto with all County Bid provisions governing.

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

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Public Works Road Operations Terms & Conditions
Exhibit E – FHWA-1273
Exhibit F – Performance/Payment Bonds
Exhibit G – intentionally excluded
Exhibit H – Asphalt Millings Site Map

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

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

The Contract initial term is from 7/1/2026 through 6/30/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

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

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date:

The undersigned hereby declares that C.W Roberts Contracting Inc. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ROAD RESURFACING AND RELATED SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

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

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

2.0 PAYMENT

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

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

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

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

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

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

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

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

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

4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

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

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

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

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

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

9.0 FEDERAL FUNDING REQUIREMENT

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

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

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

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: MEMUPG8MKRW8

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: C.W Roberts Contracting Inc.
Street Address: 3660 Hartsfield Rd
City: Tallahassee State and ZIP Code: FL 32303
Mailing Address (if different): 4208 County Road 124-A Wildwood FL 34785
Telephone: 352-330-2540
Purchase Order Email Address: ssavoy@cwrcontracting.com
Federal Identification Number / TIN: 591683951

12.0 SUBMITTAL SIGNATURE

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

Name of Legal Representative Submitting this Proposal: *Stuart Savoy*
Date: 12/16/2025
Print Name: Stuart Savoy
Title: Vice-President
Primary E-mail Address: ssavoy@cwrcontracting.com
Secondary E-mail Address: dweeks@cwrcontracting.com
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

C.W Roberts Contracting Inc.				
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type				
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 13.00	$ 65,000.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 10.25	$ 10,250.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 8.00	$ 160,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 12.50	$ 62,500.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 10.25	$ 2,562,500.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 14.00	$ 70,000.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 12.50	$ 250,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 16.75	$ 83,750.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 15.00	$ 300,000.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 21.00	$ 105,000.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 19.00	$ 95,000.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 S	SY	5,000	$ 21.00	$ 105,000.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 S	SY	250,000	$ 19.00	$ 4,750,000.00
0.50" Leveling Course	SY	10,000	$ 7.50	$ 75,000.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 68.50	$ 137,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 17.88**	**$ 8,831,000.00**
Asphalt Milling				
1" Asphalt Milling	SY	25,000	$ 3.65	$ 91,250.00
1.5" Asphalt Milling	SY	250,000	$ 4.00	$ 1,000,000.00
0"- 2" Profile Correction Milling	SY	2,500	$ 3.65	$ 9,125.00
6" Asphalt Milling (Base Repair)	SY	2,000	$ 13.25	$ 26,500.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 6.14**	**$ 1,126,875.00**

Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.80	$ 8,000.00
4" Yellow	LF	10,000	$ 0.80	$ 8,000.00
6" White	LF	45,000	$ 1.00	$ 45,000.00
6" Yellow	LF	45,000	$ 1.00	$ 45,000.00
8" White	LF	10,000	$ 2.00	$ 20,000.00
8" Yellow	LF	5,000	$ 2.00	$ 10,000.00
12" White	LF	10,000	$ 3.00	$ 30,000.00
18" White	LF	5,000	$ 3.50	$ 17,500.00
18" Yellow	LF	5,000	$ 3.50	$ 17,500.00
24" White	LF	500	$ 6.00	$ 3,000.00
Symbol - Single Arrow	EA	500	$ 75.00	$ 37,500.00
Symbol - Combination Arrow	EA	200	$ 75.00	$ 15,000.00
Message - School w/bars	EA	50	$ 100.00	$ 5,000.00
Message - Railroad w/bars	EA	50	$ 100.00	$ 5,000.00
Message - Only	EA	100	$ 75.00	$ 7,500.00
Message - Merge	EA	100	$ 75.00	$ 7,500.00
Message - Stop	EA	25	$ 75.00	$ 1,875.00
Message - Bicycle Symbol	EA	200	$ 75.00	$ 15,000.00
Message - Misc 4 to 6 letters	EA	200	$ 75.00	$ 15,000.00
24" white stop bar up to 12'	EA	500	$ 150.00	$ 75,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 100.00	$ 10,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 100.00	$ 10,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 5.00	$ 10,000.00

Misc				$ -
Misc				$ -
Misc				$ -
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 47.98**	**$ 418,375.00**

Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 1.50	$ 15,000.00
4" Yellow	LF	10,000	$ 1.50	$ 15,000.00
6" White	LF	45,000	$ 1.75	$ 78,750.00
6" Yellow	LF	45,000	$ 1.75	$ 78,750.00
8" White	LF	10,000	$ 2.50	$ 25,000.00
8" Yellow	LF	5,000	$ 2.50	$ 12,500.00
12" White	LF	10,000	$ 3.50	$ 35,000.00
18" White	LF	5,000	$ 4.00	$ 20,000.00
18" Yellow	LF	5,000	$ 4.00	$ 20,000.00
24" White	LF	500	$ 6.50	$ 3,250.00
Symbol - Single Arrow	EA	500	$ 150.00	$ 75,000.00
Symbol - Combination Arrow	EA	200	$ 150.00	$ 30,000.00
Message - School w/bars	EA	50	$ 200.00	$ 10,000.00
Message - Railroad w/bars	EA	50	$ 200.00	$ 10,000.00
Message - Only	EA	100	$ 150.00	$ 15,000.00
Message - Merge	EA	100	$ 150.00	$ 15,000.00
Message - Stop	EA	25	$ 150.00	$ 3,750.00
Message - Bicycle Symbol	EA	200	$ 150.00	$ 30,000.00
Message - Misc 4 to 6 letters	EA	200	$ 150.00	$ 30,000.00
24" white stop bar up to 12'	EA	500	$ 200.00	$ 100,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 150.00	$ 15,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 150.00	$ 15,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 5.00	$ 10,000.00
Misc				$ -
Misc				$ -
Misc				$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 86.28**	**$ 662,000.00**

Miscellaneous Items	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 65.00	$ 6,500.00
Asphalt Millings Hauled by Contractor**	CY	1000	$ 15.00	$ 15,000.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	$ 15,000.00	$ 15,000.00
Misc				$ -
			Misc. Total Cost:	**$ 36,500.00**

*Portable Changeable Message Sign - per sign, per day.

**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.

Above Quantities are estimates for bid purposes and are in no way a guarantee of work.

TOTAL BID AMOUNT: $ 11,074,750.00

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

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

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

Signed and Delivered on the 16th day of December, 2025.

BY: _____
Signature of Affiant

Stuart Savoy
Printed Name

STATE OF Florida
COUNTY OF Sumter

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of December, 20 25, by _____, who is ☒ personally known to me or ☐ has produced identification (type): N/A.

_____
(Notary Signature)

(SEAL)

ROBIN MANIES
Notary Public
State of Florida
Comm# HH446738
Expires 11/13/2027

ADDENDUM NO. #1 **25-754**

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

SOLICTATION: ROAD RESURFACING AND RELATED SERVICES 12/04/25

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

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

QUESTIONS/RESPONSES

Q1. Is a bid bond required? If so, what percentage?

A. No.

Q2. Will there be a Pre-Bid Meeting for this project?

A. Refer to the bid document, Section 4.0 Pre-Bid Conference

Q3. Will this contract be awarded to one contractor or multiple contractors?

A. Refer to Exhibit A – Scope of Work, first sentence.

Q4. In the Lake County General Terms and Conditions, Price Redeterminations, it states that the contractor shall present documented increases in costs 30 days prior to the anniversary date of the contract, but any price redetermination shall be based on the applicable ECI or PPI, not the actual, documented price increases presented by the contractor, is this correct?

A. Because each project will be quoted using the RFQ system, price redeterminations will not apply to this contract. However, if an awarded project exceeds 90 days, adjustments may be requested and would be calculated using FDOT Bituminous & Fuel adjustments.

Q5. In the bid, there are 2 FC-12.5 Friction Course items that are specified as PG76-22 while other Friction Course items, FC-5, FC-9.5 and FC-12.5, are not designated as PG76-22. If these are not polymer modified and are acceptable to have a non-polymer liquid, can the RAP content be increased to the Lake County acceptable maximum?

A. Yes.

Q6. Will the contractor be responsible for maintaining the stockpile at any of the 3 Lake County milling stockpile sites?

A. No. Refer Exhibit A – Scope of Work, Sections 5.5.7 through 5.5.9.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: C.W Roberts Contracting Inc.

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: *Stuart Savoy*

Date: 12/16/2025

Print Name: Stuart Savoy

Title: Vice-President

Primary E-mail Address: ssavoy@cwrcontracting.com

Secondary E-mail Address: dweeks@cwrcontracting.com

1. SCOPE OF WORK

To establish a pool of vendors for job order road resurfacing and related services projects. Pool vendors shall be notified of projects via the County's RFQ system as described in Section 4. Contractors shall be required to possess and maintain a valid Class A or B General Contractor's License and shall demonstrate comprehensive knowledge of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, the Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 edition, or the most current edition as amended.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.

2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.

2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.

2.4. Provide a neat and clean in appearance dress code (as applicable) for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots and all associated PPE such as appropriate class safety vest, safety glasses, etc.

2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.6. Provide proof of chemical applicators' licensure prior to any Chemical treatment utilizing herbicides for vegetation removal.

2.7. Maintain the project work site in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.

2.8. Perform work at a time that minimizes disturbance or interference to the flow of traffic.

2.9. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

3. COUNTY RESPONSIBILITIES

County will:

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

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

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

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

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. When it is determined that a road resurfacing project is needed, the County will issue a Request for Quote (RFQ), utilizing the County's RFQ System.

4.2. The RFQ will define the scope of work, project limits, pre-bid meetings (if any), calendar days to complete the project, and submittal requirements.

4.3. The project limits will be marked with pink or white paint.

4.4. Contractor shall perform a site visit and inspect all sites prior to the question submission deadline specified within the RFQ.

4.4.1. Contractor shall document items, including but not limited to, additional milling, leveling, course and radius paving, discrepancies in quantities, or project limits, etc.

4.4.2. Contractor shall submit questions to the County via e-mail prior to the question submission deadline. Questions received after this time will not be answered.

4.4.3. An addendum will be issued for all questions received and posted to the RFQ.

4.5. Contractor shall submit a bid response prior to the bid closing date.

4.6. The submitted bid response constitutes the Contractor's agreement to all quantities and associated costs specified in the RFQ.

4.7. Change orders shall be issued for items that have been added to or deducted from the original RFQ. Change orders may be subject to bituminous and fuel adjustments in accordance with the terms of this contract.

4.8. A price redetermination will not be considered for projects taking less than 90 production days, or any projects exceeding original project days plus any approved added weather days.

5. TECHNICAL REQUIREMENTS

All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition. Relevant FDOT reference sections are indicated under the corresponding items listed below.

5.1. Public Notification of Work

5.1.1. Reference FDOT Standard Specifications Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS

5.1.2. Contractor shall notify all residents within the project work area and project schedule and explain the expected level of inconvenience associated with the project.

5.1.3. Contractor shall provide public notification to all residences and parked vehicles on the roadway within the project limits seven (7) calendar days prior to the commencement of work.

5.1.4. Contractor shall obtain County approval prior to placement on residences and vehicles parked on neighborhood roads within the project limits.

5.1.5. Contractor shall install PCMS on all major roadways and industrial parks to display lane closure information including, but not limited to, anticipated lane closure, closure extent (i.e. "Next 3 Miles"), and daily hours of closures.

5.1.6. All costs associated with the PCMS shall be charged per unit/per day and include the installation, removal, mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.1.7. The Contractor shall make every effort to avoid blocking access to businesses for an extended period and provide the business with written notice, approved by the County, at least forty-eight (48) hours prior to access restriction.

5.1.8. Contractor shall minimize the impact to school related traffic during before and after school hours when project limits are within the vicinity of a school,

5.1.8.1. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County, an official from the affected school, and Contractor's Project Superintendent.

5.1.8.2. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official.

5.1.8.3. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

5.2. Shoulder Preparation

5.2.1. Vegetation shall be cut back six inches (6") from the edge of pavement, including any present on the pavement surface, and removed prior to the placement of new asphaltic concrete. Any areas where excessive material has been removed shall be promptly repaired by the Contractor.

5.2.2. Shoulder drop-off shall not exceed one (1) inch in depth, as measured from the top of the asphaltic concrete at the pavement edge.

5.2.3. If an excessive drop off is created, it shall be restored to no more than one (1) inch as described above.

5.2.4. If an area is to be left overnight with the excessive drop off, barricades marking the hazard shall be installed in accordance with FDOT specifications.

5.2.5. The cost for shoulder preparation (including mobilization, Maintenance of Traffic (MOT), equipment, labor, and all associated activities) shall be incorporated into the price for installing new asphaltic concrete.

5.3. Vegetation Removal

5.3.1. Vegetation in the cracks or joints shall be removed by using a propane torch or a chemical herbicide and subject to approval of the County. The vegetation shall be totally browned before the new asphaltic concrete is installed.

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

5.3.3. Chemical treatments shall be applied according to the manufacturer's specifications

to ensure public safety and a log of chemical treatments shall be kept with a copy supplied to the County'. The log shall contain information of the chemical product, manufacturer, application rate, application location, application date and time, safety data sheets (SDS), and weather conditions at the time of application.

5.3.4. The cost of removing vegetation by either propane torch or chemical herbicide treatment (including mobilization, MOT, herbicide, labor, etc.), and shall be incorporated into the price of the paving operation.

5.4. Road Base Repairs / Heavy Milling Repairs

5.4.1. Reference FDOT Standard Specifications Section 334 SUPERPAVE ASPHALTIC CONCRETE.

5.4.2. Full depth milling repairs shall be provided to areas of roadway with failed base.

5.4.2. County shall mark all areas for base repairs with white and pink paint.

5.4.3. Marked areas shall be milled to provide square or rectangular shaped repairs to a depth of six (6) inches and replaced with six (6) inches of Type SP 12.5 asphaltic concrete in three (3), two (2) inch lifts.

5.4.4. Jagged or misshaped repairs shall be rejected and repaired at no additional cost.

5.4.5. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

5.5. Milling of Existing Asphaltic Concrete Pavement

5.5.1. Reference FDOT Standard Specification Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.

5.5.2. The cold milling process to remove existing asphaltic concrete may be requested to improve ride quality, correct cross slope, lower the finished grade adjacent to existing curbs, or remove the existing pavement.

5.5.3. Areas shall be marked in pink or white paint, milled to the depth specified, and milled to the outside edge of the painted area.

5.5.4. Contractor shall notify the County of any traffic light advance warning loops that will be affected forty-eight (48) hours before the milling operation starts.

5.5.4.1. Contractor will not be held responsible for damage of loops affected by the milling operation.

5.5.5. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. Pre-wetting of the pavement may be required if it is determined there is too much dust being created.

5.5.6. Profile correction milling may be required on specific portions of roadways and will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth will be compensated at the appropriate unit cost for total depth.

5.5.7. Asphalt millings generated shall be hauled from the project location at no additional cost to the County, except for millings that the County directs the Contractor to haul to three designated area(s) not exceeding 25 miles from the project.

5.4.6.1. Site 1 – Maintenance Area 1, 2310 W. Griffin Rd., Leesburg, FL 34748

5.4.6.2. Site 2 – Maintenance Area 2, End of Allegiance Ct., Groveland, FL 34736

5.4.6.3. Site 3 – Maintenance Area 3, 19720 E. Fifth St., Umatilla, FL 32784

5.5.8. If the County elects the Contractor to haul asphalt millings to one of the three designated County sites, payment will be made only for the actual cubic yards hauled.

5.5.8.1. Truck loads should average 18 cubic yards each.

5.5.8.2. Load tickets will be issued at the project site and collected by the County at the designated dump site.

5.5.8.3. The unit cost for milling shall cover mobilization, Maintenance of Traffic (MOT), milling equipment, labor, and all related expenses.

5.5.9. County reserves the right to insert County dump trucks into the milling operation at any time and to retain ownership of the resulting millings. If the County exercises this option, it shall be done in a manner that does not impede the Contractor's production and at no additional cost to the County.

5.6. Prime and Tack Coats

5.6.1. Reference FDOT Standard Specification Section 300, PRIME AND TACK COATS.

5.6.2. A tack coat shall be installed prior to the installation of the new asphaltic concrete.

5.6.3. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.

5.6.4. The tack coat shall be applied only to areas scheduled to receive an asphalt layer the same day of operation and shall be protected from all traffic until the asphalt has been placed.

5.6.5. The unit cost for tack coat shall be included in the installation of new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.7. Asphaltic Concrete

5.7.1. Reference FDOT Standard Specification Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.7.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.

5.7.3. There shall be no standing water along the pavement where there is no standing water in the curb.

5.7.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.

5.7.5. The crown of the roadway shall be re- established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. No water shall be standing in the crown of the roadway.

5.7.6. Should there be low areas that may result in water standing on the new pavement, a

resolution shall be discussed with the County and resolved prior to starting work in the area.

5.7.7. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

5.7.8. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.8. Asphaltic Concrete – Friction Course

5.8.1. Reference FDOT Standard Specifications Section 337, ASPHALTIC CONCRETE FRICTION COURSES.

5.8.2. The County may require the use of:

5.8.2.1. Type FC-9.5 asphaltic concrete friction course.

5.8.2.2. Type FC-12.5 asphaltic concrete friction course.

5.8.2.3. Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course.

5.8.3. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.9. Asphaltic Concrete – Superpave

5.9.1. Reference FDOT Standard Specification Section 334 SUPERPAVE ASPHALT CONCRETE.

5.9.2. The County may require the use of:

5.9.2.1. Type SP-9.5 asphaltic concrete

5.9.2.1. Type SP-12.5 asphaltic concrete.

5.9.3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.10. Leveling Course

5.10.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.10.2. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor.

5.10.3. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base, the leveling course shall be used

to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.

5.10.4. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. Contractor shall ensure that the placement is completed so that the final product provides a smooth driving surface.

5.10.5. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine.

5.10.6. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

5.11 Radius Paving

5.11.1. Contractor shall overlay designated roadway intersections that connects to any project road.

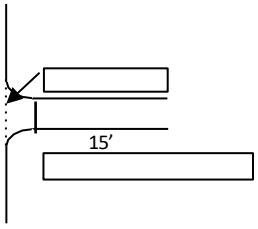
5.11.2. Paving will be to a distance of fifteen (15) feet, or as determined by the County, from the intersection (see diagram below).

5.11.3. The limits of the radius area shall be marked with white or pink paint. Not all intersections shall be paved. If there are not marks, it shall be assumed that the EOP be followed through the intersection or treated as a driveway for overlay applications.

5.11.4. Existing pavement markings within the radius area being paved shall be replaced to the specifications outlined.

5.11.5. The joint between the existing and new pavement shall provide a smooth transition.

5.11.6. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



5.12. Driveways

5.12.1. Driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.

5.12.2. Driveways shall be swept and tacked before paving.

5.12.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

5.13. Compaction

5.13.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.

5.13.2. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification.

5.13.3. Areas not in conformance with this specification will need to be removed and replaced at Contractor's expense.

5.14. Smooth Transition

5.14.1. The Contractor shall install a five (5) foot tapered keyway mill on all adjacent roads that are not being milled, in order to ensure a smooth transition between the new and existing pavement.

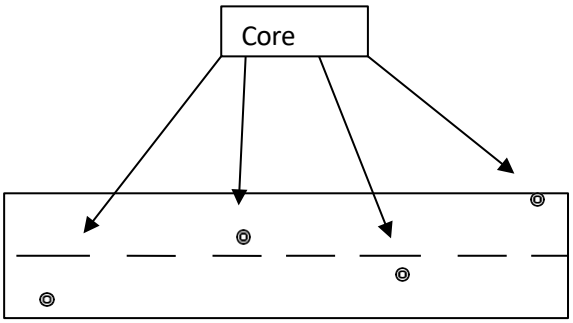
5.15. Quality Inspections

5.15.1. Core samples shall be taken by an independent laboratory approved by the County.

5.15.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.

5.15.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.

5.15.4. Core samples shall be taken in a random pattern as indicated on the diagram below.



5.15.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.

5.15.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

5.15.7. Holes that were created by taking the core samples shall be filled with a product approved by the County.

5.15.8 A determination of the average thickness of the asphaltic concrete shall be made from the samples by the testing laboratory and the results shall be sent from the laboratory directly to the County.

5.15.9 If the Contractor wishes to obtain additional core samples beyond those required by the County, such requests must be submitted in writing, and all associated costs shall be borne by the Contractor.

5.16. Deficiencies of Asphaltic Concrete Thickness and Ride Quality

5.16.1. The County will permit a deficiency in the thickness of the asphaltic concrete overlay not to exceed one-quarter (1/4) inch.

5.16.2. The Contractor shall utilize an asphalt transfer machine approved by the County for all roadway resurfacing involving milling, unless a written exception is granted by the County. The County shall not permit the commencement of work without the required transfer machine. In the event the transfer machine becomes inoperable during production, the County may, at its sole discretion, allow work to continue for the remainder of that production day.

5.16.3. When the deficiency in the thickness of the asphaltic concrete exceeds one-quarter (1/4) inch but does not exceed three-eighths (3/8) inch of the specified thickness, the County shall permit the Contractor to leave the asphaltic concrete in place without any compensation.

5.16.4. County shall determine the affected square yard area by multiplying the lane width by the length between the nearest acceptable core samples, and no payment shall be made for this area.

5.16.5. When the deficiency in thickness exceeds three-eighths (3/8) inch of the specified thickness, the Contractor shall correct the deficiency. In all cases where the installed asphaltic concrete is deficient beyond this limit, the Contractor shall restore the deficient area by applying new asphaltic concrete.

5.16.6. The minimum repair thickness must comply with the layer thickness standards specified under the asphaltic concrete section of these specifications.

5.16.7. The Contractor shall replace the full thickness as directed by the County, extending at least fifty (50) feet beyond each end of the deficient area.

5.16.8. County will mark the area to be corrected with white or pink paint, and the paving shall extend to the outer edge of this paint mark.

5.16.9. Any additional costs incurred to correct deficiencies shall be the sole responsibility of the Contractor. No additional charges shall be made to the County, even if the repair results in the final thickness of the asphaltic concrete overlay exceeding the originally specified thickness.

5.16.10. Asphalt smoothness shall be tested at the discretion County on any roadway which included milling.

5.16.11. Any portion of any roadway associated shall be required to be compliant with Section 330, SURFACE REQUIREMENTS for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16)

inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

5.17. Manholes / Valves

5.17.1. Reference FDOT Standard Specifications Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

5.17.2. Manholes and water valves shall be adjusted through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete.

5.17.3. Contractor shall perform utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

5.17.4. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.18. Traffic Stripes and Markings

5.18.1. Reference Standard Specifications FDOT Section 710, PAINTED PAVEMENT MARKINGS and Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

5.18.2. If the Contractor is unable to install the pavement markings as prescribed, appropriate traffic control measures shall be provided, such as but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.

5.18.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.18.3. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m^2.

5.18.4. The existing striping layout shall be recorded prior to the commencement of work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.18.5. Striping shall be maintained throughout the duration of the work and shall be in place at the end of each workday.

5.18.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.

5.18.7. If the Contractor fails to install the correct striping pattern, the Contractor shall remove the markings at their own expense using a method approved by the County.

5.18.8. If the road surface is damaged during the removal process, Contractor shall repair the road surface at Contractor's expense.

5.18.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.18.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.

5.18.11. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.18.12. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify retroreflectivity, width, thickness and color. County shall notify Contractor of any deficiencies.

5.18.13. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.18.14. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.19. Thermoplastic Traffic Stripes and Markings

5.19.1. Reference FDOT Standard Specification Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.

5.19.2. If the Contractor is unable to install the pavement markings as prescribed, the Contractor shall provide suitable traffic control measures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2025 Edition or the latest edition. These traffic control measures shall include, but are not limited to, warning signs, channelizing devices, and delineation to clearly indicate the required travel ways within temporary traffic control zones.

5.19.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.19.3. Thermoplastic Pavement Markings shall not be installed prior to fourteen (14) calendar days following paving.

5.19.4. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m^2.

5.19.5. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.

5.19.6. The existing striping layout shall be recorded prior to the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.19.7. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County.

5.19.8. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

5.19.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.19.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.19.11. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the same method, to test and certify retroreflectivity, width, thickness and color.

5.19.12. County shall notify the Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.19.13. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

5.19.13.1. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage.

5.19.13.2. The retroreflectivity shall meet the initial requirements of 711-4.3.

5.19.13.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

5.19.14 All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.20. Worksite Traffic Supervisor

5.20.1. Reference FDOT Standard Specifications Section 102, Maintenance of Traffic.

5.20.2. Contractor shall have a worksite traffic supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices.

5.20.3. The worksite traffic supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns.

5.20.4. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.

5.20.5. Failure of this person to comply with the provisions of Section 102, shall be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with a person that is properly trained.

5.20.6. Failure to maintain a designated worksite traffic supervisor shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

5.20.7. The cost associated with the worksite traffic supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

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1. INSURANCE COVERAGE

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

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

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

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

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

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

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

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

1.3.4. Professional Liability and Specialty Insurance (environmental, pollution) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

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

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

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

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

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

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

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

4. **POLICY ENDORSEMENTS**

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

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

5. RENEWAL AND CONTINUOUS COVERAGE

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

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

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

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

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

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

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

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

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

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

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

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

[End of Exhibit B.]

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DEFINITIONS

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

Contractor: The Vendor to whom award has been made.

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

Proposal: Any offer submitted in response to a solicitation.

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

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

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

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

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

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

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

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

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

COLLUSION

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

PROHIBITION AGAINST CONTINGENT FEES

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

CONTRACTING WITH COUNTY EMPLOYEES

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

INCURRED EXPENSES

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

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

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

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

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

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

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

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

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

GRANT FUNDING

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

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

STATE REGISTRATION REQUIREMENTS

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

PRIME CONTRACTOR

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

SUBCONTRACTING

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

DISADVANTAGED BUSINESSES

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

GENERAL CONTRACT CONDITIONS

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

GOVERNING LAW

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

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

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

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

CONTRACT EXTENSION

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

MODIFICATION OF CONTRACT

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

ASSIGNMENT

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

NON-EXCLUSIVITY

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

OTHER AGENCIES

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

CONTINUATION OF WORK

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

WARRANTY

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

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT D **25-754**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65
$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

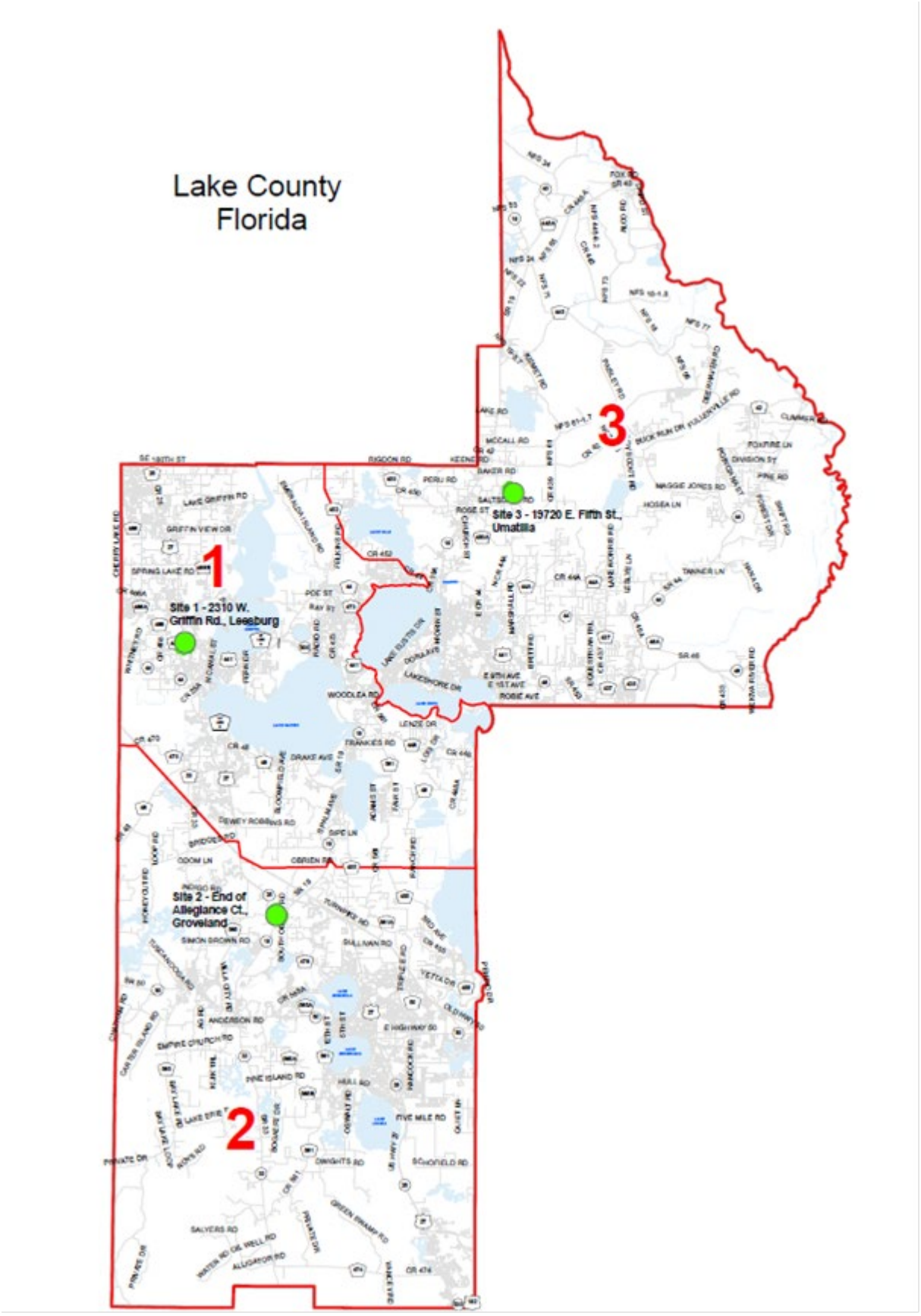
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)


Lake County
Florida
1
2
3
Site 1 - 2310 W. Griffin Rd., Leesburg
Site 2 - End of Allegiance Ct., Groveland
Site 3 - 19720 E. Fifth St., Umatilla

POOL CONTRACT NO. 25-754B
For
ROAD RESURFACING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Estep Construction, Inc.** (hereinafter "Contractor") to supply **Road Resurfacing and Related Services** to the County pursuant to County Bid number 25-754 with any included addenda (hereinafter "Bid"), with an opening date of 12/16/2025, and Contractor's Bid response dated 12/16/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Public Works Road Operations Terms & Conditions
Exhibit E – FHWA-1273
Exhibit F – Performance/Payment Bonds
Exhibit G – intentionally excluded
Exhibit H – Asphalt Millings Site Map

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 7/1/2026 through 6/30/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date: .

The undersigned hereby declares that ESTEP CONSTRUCTION, INC. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ROAD RESURFACING AND RELATED SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: NO

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subncontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. ESTEP CONSTRUCTION, INC.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable

and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A federally funded project expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: U3TCQYMJ4SQ6

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: ESTEP CONSTRUCTION, INC.
Street Address: 1144 OCOEE-APOPKA RD.
City: APOPKA State and ZIP Code: FL 32703
Mailing Address (if different): PO BOX 929, APOPKA, FL 32704
Telephone: 407-410-1729
Purchase Order Email Address: jeff@estepconstruction.com
Federal Identification Number / TIN: 59-3339339

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *JEFFREY R. ESTEP*

Date: 12/16/2025

Print Name: JEFFREY R. ESTEP

Title: PRESIDENT

Primary E-mail Address: jeff@estepconstruction.com

Secondary E-mail Address: jeff@estepconstruction.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

ESTEP CONSTRUCTION, INC.				
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type				
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 17.00	$ 85,000.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 16.60	$ 16,600.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 8.40	$ 168,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 10.54	$ 52,700.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 9.51	$ 2,377,500.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 14.61	$ 73,050.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 13.95	$ 279,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 16.96	$ 84,800.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 14.77	$ 295,400.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 20.27	$ 101,350.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 20.27	$ 101,350.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 S	SY	5,000	$ 21.86	$ 109,300.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 S	SY	250,000	$ 18.98	$ 4,745,000.00
0.50" Leveling Course	SY	10,000	$ 5.73	$ 57,300.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 62.84	$ 125,680.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 18.15**	**$ 8,672,030.00**
Asphalt Milling				
1" Asphalt Milling	SY	25,000	$ 2.44	$ 61,000.00
1.5" Asphalt Milling	SY	250,000	$ 2.44	$ 610,000.00
0"- 2" Profile Correction Milling	SY	2,500	$ 4.88	$ 12,200.00
6" Asphalt Milling (Base Repair)	SY	2,000	$ 6.10	$ 12,200.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 3.97**	**$ 695,400.00**

Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.24	$ 2,400.00
4" Yellow	LF	10,000	$ 0.24	$ 2,400.00
6" White	LF	45,000	$ 0.47	$ 21,150.00
6" Yellow	LF	45,000	$ 0.47	$ 21,150.00
8" White	LF	10,000	$ 0.88	$ 8,800.00
8" Yellow	LF	5,000	$ 0.88	$ 4,400.00
12" White	LF	10,000	$ 2.35	$ 23,500.00
18" White	LF	5,000	$ 4.11	$ 20,550.00
18" Yellow	LF	5,000	$ 4.11	$ 20,550.00
24" White	LF	500	$ 4.70	$ 2,350.00
Symbol - Single Arrow	EA	500	$ 58.75	$ 29,375.00
Symbol - Combination Arrow	EA	200	$ 94.00	$ 18,800.00
Message - School w/bars	EA	50	$ 117.50	$ 5,875.00
Message - Railroad w/bars	EA	50	$ 117.50	$ 5,875.00
Message - Only	EA	100	$ 58.75	$ 5,875.00
Message - Merge	EA	100	$ 58.75	$ 5,875.00
Message - Stop	EA	25	$ 58.75	$ 1,468.75
Message - Bicycle Symbol	EA	200	$ 17.63	$ 3,526.00
Message - Misc 4 to 6 letters	EA	200	$ 11.75	$ 2,350.00
24" white stop bar up to 12'	~~EA~~ LF	500	$ 56.40	$ 28,200.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	~~EA~~ LF	100	$ 129.25	$ 12,925.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	~~EA~~ LF	100	$ 197.40	$ 19,740.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 4.70	$ 9,400.00

Misc				$ -
Misc				$ -
Misc				$ -
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 43.46**	**$ 276,534.75**

Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.71	$ 7,100.00
4" Yellow	LF	10,000	$ 0.71	$ 7,100.00
6" White	LF	45,000	$ 1.18	$ 53,100.00
6" Yellow	LF	45,000	$ 1.18	$ 53,100.00
8" White	LF	10,000	$ 1.47	$ 14,700.00
8" Yellow	LF	5,000	$ 1.47	$ 7,350.00
12" White	LF	10,000	$ 4.11	$ 41,100.00
18" White	LF	5,000	$ 6.46	$ 32,300.00
18" Yellow	LF	5,000	$ 6.46	$ 32,300.00
24" White	LF	500	$ 8.81	$ 4,405.00
Symbol - Single Arrow	EA	500	$ 117.50	$ 58,750.00
Symbol - Combination Arrow	EA	200	$ 205.63	$ 41,126.00
Message - School w/bars	EA	50	$ 528.75	$ 26,437.50
Message - Railroad w/bars	EA	50	$ 528.75	$ 26,437.50
Message - Only	EA	100	$ 176.25	$ 17,625.00
Message - Merge	EA	100	$ 205.63	$ 20,563.00
Message - Stop	EA	25	$ 176.25	$ 4,406.25
Message - Bicycle Symbol	EA	200	$ 381.88	$ 76,376.00
Message - Misc 4 to 6 letters	EA	200	$ 35.25	$ 7,050.00
24" white stop bar up to 12'	~~EA~~ LF	500	$ 112.80	$ 56,400.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	~~EA~~ LF	100	$ 258.50	$ 25,850.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	~~EA~~ LF	100	$ 364.25	$ 36,425.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 4.70	$ 9,400.00
Misc				$ -
Misc				$ -
Misc				$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 136.03**	**$ 659,401.25**

Miscellaneous Items	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 125.00	$ 12,500.00
Asphalt Millings Hauled by Contractor**	CY	1000	$ 36.19	$ 36,190.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	$ 5,405.00	$ 5,405.00
Misc				$ -
			Misc. Total Cost:	**$ 54,095.00**

*Portable Changeable Message Sign - per sign, per day.

**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.

Above Quantities are estimates for bid purposes and are in no way a guarantee of work.

TOTAL BID AMOUNT: $ 10,357,461.00

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** JEFFREY R. ESTEP, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** PRESIDENT of **(Business Name)** ESTEP CONSTRUCTION, INC. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 16th day of DECEMBER, 2025.

BY: _____
Signature of Affiant

JEFFREY R. ESTEP
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16 day of DECEMBER, 2025, by JEFFREY R. ESTEP, who is ☒ personally known to me or ☐ has produced identification (type): N/A.

_____
(Notary Signature)

(SEAL)

Notary Public State of Florida
Michele Kirlew
My Commission HH 511389
Expires 4/5/2028

ADDENDUM NO. #1 **25-754**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: ROAD RESURFACING AND RELATED SERVICES 12/04/25

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is a bid bond required? If so, what percentage?

A. No.

Q2. Will there be a Pre-Bid Meeting for this project?

A. Refer to the bid document, Section 4.0 Pre-Bid Conference

Q3. Will this contract be awarded to one contractor or multiple contractors?

A. Refer to Exhibit A – Scope of Work, first sentence.

Q4. In the Lake County General Terms and Conditions, Price Redeterminations, it states that the contractor shall present documented increases in costs 30 days prior to the anniversary date of the contract, but any price redetermination shall be based on the applicable ECI or PPI, not the actual, documented price increases presented by the contractor, is this correct?

A. Because each project will be quoted using the RFQ system, price redeterminations will not apply to this contract. However, if an awarded project exceeds 90 days, adjustments may be requested and would be calculated using FDOT Bituminous & Fuel adjustments.

Q5. In the bid, there are 2 FC-12.5 Friction Course items that are specified as PG76-22 while other Friction Course items, FC-5, FC-9.5 and FC-12.5, are not designated as PG76-22. If these are not polymer modified and are acceptable to have a non-polymer liquid, can the RAP content be increased to the Lake County acceptable maximum?

A. Yes.

Q6. Will the contractor be responsible for maintaining the stockpile at any of the 3 Lake County milling stockpile sites?

A. No. Refer Exhibit A – Scope of Work, Sections 5.5.7 through 5.5.9.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: ESTEP CONSTRUCTION, INC.

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: Click or tap here to enter text.

Date: 12/16/2025

Print Name: JEFFREY R. ESTEP

Title: PRESIDENT

Primary E-mail Address: jeff@estepconstruction.com

Secondary E-mail Address: jeff@estepconstruction.com

1. SCOPE OF WORK

To establish a pool of vendors for job order road resurfacing and related services projects. Pool vendors shall be notified of projects via the County's RFQ system as described in Section 4. Contractors shall be required to possess and maintain a valid Class A or B General Contractor's License and shall demonstrate comprehensive knowledge of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, the Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 edition, or the most current edition as amended.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.

2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.

2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.

2.4. Provide a neat and clean in appearance dress code (as applicable) for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots and all associated PPE such as appropriate class safety vest, safety glasses, etc.

2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.6. Provide proof of chemical applicators' licensure prior to any Chemical treatment utilizing herbicides for vegetation removal.

2.7. Maintain the project work site in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.

2.8. Perform work at a time that minimizes disturbance or interference to the flow of traffic.

2.9. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

3. COUNTY RESPONSIBILITIES

County will:

3.1. Reserve the right to award to one or more vendors.

3.2. Reserve the right to add or remove services in conjunction with the County's needs.

3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.4. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. When it is determined that a road resurfacing project is needed, the County will issue a Request for Quote (RFQ), utilizing the County's RFQ System.

4.2. The RFQ will define the scope of work, project limits, pre-bid meetings (if any), calendar days to complete the project, and submittal requirements.

4.3. The project limits will be marked with pink or white paint.

4.4. Contractor shall perform a site visit and inspect all sites prior to the question submission deadline specified within the RFQ.

4.4.1. Contractor shall document items, including but not limited to, additional milling, leveling, course and radius paving, discrepancies in quantities, or project limits, etc.

4.4.2. Contractor shall submit questions to the County via e-mail prior to the question submission deadline. Questions received after this time will not be answered.

4.4.3. An addendum will be issued for all questions received and posted to the RFQ.

4.5. Contractor shall submit a bid response prior to the bid closing date.

4.6. The submitted bid response constitutes the Contractor's agreement to all quantities and associated costs specified in the RFQ.

4.7. Change orders shall be issued for items that have been added to or deducted from the original RFQ. Change orders may be subject to bituminous and fuel adjustments in accordance with the terms of this contract.

4.8. A price redetermination will not be considered for projects taking less than 90 production days, or any projects exceeding original project days plus any approved added weather days.

5. TECHNICAL REQUIREMENTS

All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition. Relevant FDOT reference sections are indicated under the corresponding items listed below.

5.1. Public Notification of Work

5.1.1. Reference FDOT Standard Specifications Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS

5.1.2. Contractor shall notify all residents within the project work area and project schedule and explain the expected level of inconvenience associated with the project.

5.1.3. Contractor shall provide public notification to all residences and parked vehicles on the roadway within the project limits seven (7) calendar days prior to the commencement of work.

5.1.4. Contractor shall obtain County approval prior to placement on residences and vehicles parked on neighborhood roads within the project limits.

5.1.5. Contractor shall install PCMS on all major roadways and industrial parks to display lane closure information including, but not limited to, anticipated lane closure, closure extent (i.e. "Next 3 Miles"), and daily hours of closures.

5.1.6. All costs associated with the PCMS shall be charged per unit/per day and include the installation, removal, mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.1.7. The Contractor shall make every effort to avoid blocking access to businesses for an extended period and provide the business with written notice, approved by the County, at least forty-eight (48) hours prior to access restriction.

5.1.8. Contractor shall minimize the impact to school related traffic during before and after school hours when project limits are within the vicinity of a school,

5.1.8.1. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County, an official from the affected school, and Contractor's Project Superintendent.

5.1.8.2. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official.

5.1.8.3. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

5.2. Shoulder Preparation

5.2.1. Vegetation shall be cut back six inches (6") from the edge of pavement, including any present on the pavement surface, and removed prior to the placement of new asphaltic concrete. Any areas where excessive material has been removed shall be promptly repaired by the Contractor.

5.2.2. Shoulder drop-off shall not exceed one (1) inch in depth, as measured from the top of the asphaltic concrete at the pavement edge.

5.2.3. If an excessive drop off is created, it shall be restored to no more than one (1) inch as described above.

5.2.4. If an area is to be left overnight with the excessive drop off, barricades marking the hazard shall be installed in accordance with FDOT specifications.

5.2.5. The cost for shoulder preparation (including mobilization, Maintenance of Traffic (MOT), equipment, labor, and all associated activities) shall be incorporated into the price for installing new asphaltic concrete.

5.3. Vegetation Removal

5.3.1. Vegetation in the cracks or joints shall be removed by using a propane torch or a chemical herbicide and subject to approval of the County. The vegetation shall be totally browned before the new asphaltic concrete is installed.

5.3.2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.

5.3.3. Chemical treatments shall be applied according to the manufacturer's specifications

to ensure public safety and a log of chemical treatments shall be kept with a copy supplied to the County'. The log shall contain information of the chemical product, manufacturer, application rate, application location, application date and time, safety data sheets (SDS), and weather conditions at the time of application.

5.3.4. The cost of removing vegetation by either propane torch or chemical herbicide treatment (including mobilization, MOT, herbicide, labor, etc.), and shall be incorporated into the price of the paving operation.

5.4. Road Base Repairs / Heavy Milling Repairs

5.4.1. Reference FDOT Standard Specifications Section 334 SUPERPAVE ASPHALTIC CONCRETE.

5.4.2. Full depth milling repairs shall be provided to areas of roadway with failed base.

5.4.2. County shall mark all areas for base repairs with white and pink paint.

5.4.3. Marked areas shall be milled to provide square or rectangular shaped repairs to a depth of six (6) inches and replaced with six (6) inches of Type SP 12.5 asphaltic concrete in three (3), two (2) inch lifts.

5.4.4. Jagged or misshaped repairs shall be rejected and repaired at no additional cost.

5.4.5. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

5.5. Milling of Existing Asphaltic Concrete Pavement

5.5.1. Reference FDOT Standard Specification Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.

5.5.2. The cold milling process to remove existing asphaltic concrete may be requested to improve ride quality, correct cross slope, lower the finished grade adjacent to existing curbs, or remove the existing pavement.

5.5.3. Areas shall be marked in pink or white paint, milled to the depth specified, and milled to the outside edge of the painted area.

5.5.4. Contractor shall notify the County of any traffic light advance warning loops that will be affected forty-eight (48) hours before the milling operation starts.

5.5.4.1. Contractor will not be held responsible for damage of loops affected by the milling operation.

5.5.5. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. Pre-wetting of the pavement may be required if it is determined there is too much dust being created.

5.5.6. Profile correction milling may be required on specific portions of roadways and will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth will be compensated at the appropriate unit cost for total depth.

5.5.7. Asphalt millings generated shall be hauled from the project location at no additional cost to the County, except for millings that the County directs the Contractor to haul to three designated area(s) not exceeding 25 miles from the project.

5.4.6.1. Site 1 – Maintenance Area 1, 2310 W. Griffin Rd., Leesburg, FL 34748

5.4.6.2. Site 2 – Maintenance Area 2, End of Allegiance Ct., Groveland, FL 34736

5.4.6.3. Site 3 – Maintenance Area 3, 19720 E. Fifth St., Umatilla, FL 32784

5.5.8. If the County elects the Contractor to haul asphalt millings to one of the three designated County sites, payment will be made only for the actual cubic yards hauled.

5.5.8.1. Truck loads should average 18 cubic yards each.

5.5.8.2. Load tickets will be issued at the project site and collected by the County at the designated dump site.

5.5.8.3. The unit cost for milling shall cover mobilization, Maintenance of Traffic (MOT), milling equipment, labor, and all related expenses.

5.5.9. County reserves the right to insert County dump trucks into the milling operation at any time and to retain ownership of the resulting millings. If the County exercises this option, it shall be done in a manner that does not impede the Contractor's production and at no additional cost to the County.

5.6. Prime and Tack Coats

5.6.1. Reference FDOT Standard Specification Section 300, PRIME AND TACK COATS.

5.6.2. A tack coat shall be installed prior to the installation of the new asphaltic concrete.

5.6.3. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.

5.6.4. The tack coat shall be applied only to areas scheduled to receive an asphalt layer the same day of operation and shall be protected from all traffic until the asphalt has been placed.

5.6.5. The unit cost for tack coat shall be included in the installation of new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.7. Asphaltic Concrete

5.7.1. Reference FDOT Standard Specification Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.7.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.

5.7.3. There shall be no standing water along the pavement where there is no standing water in the curb.

5.7.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.

5.7.5. The crown of the roadway shall be re- established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. No water shall be standing in the crown of the roadway.

5.7.6. Should there be low areas that may result in water standing on the new pavement, a

resolution shall be discussed with the County and resolved prior to starting work in the area.

5.7.7. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

5.7.8. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.8. Asphaltic Concrete – Friction Course

5.8.1. Reference FDOT Standard Specifications Section 337, ASPHALTIC CONCRETE FRICTION COURSES.

5.8.2. The County may require the use of:

5.8.2.1. Type FC-9.5 asphaltic concrete friction course.

5.8.2.2. Type FC-12.5 asphaltic concrete friction course.

5.8.2.3. Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course.

5.8.3. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.9. Asphaltic Concrete – Superpave

5.9.1. Reference FDOT Standard Specification Section 334 SUPERPAVE ASPHALT CONCRETE.

5.9.2. The County may require the use of:

5.9.2.1. Type SP-9.5 asphaltic concrete

5.9.2.1. Type SP-12.5 asphaltic concrete.

5.9.3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.10. Leveling Course

5.10.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.10.2. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor.

5.10.3. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base, the leveling course shall be used

to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.

5.10.4. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. Contractor shall ensure that the placement is completed so that the final product provides a smooth driving surface.

5.10.5. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine.

5.10.6. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

5.11 Radius Paving

5.11.1. Contractor shall overlay designated roadway intersections that connects to any project road.

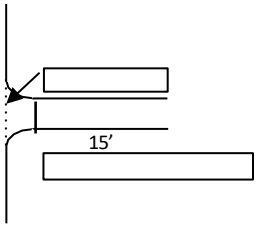
5.11.2. Paving will be to a distance of fifteen (15) feet, or as determined by the County, from the intersection (see diagram below).

5.11.3. The limits of the radius area shall be marked with white or pink paint. Not all intersections shall be paved. If there are not marks, it shall be assumed that the EOP be followed through the intersection or treated as a driveway for overlay applications.

5.11.4. Existing pavement markings within the radius area being paved shall be replaced to the specifications outlined.

5.11.5. The joint between the existing and new pavement shall provide a smooth transition.

5.11.6. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



5.12. Driveways

5.12.1. Driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.

5.12.2. Driveways shall be swept and tacked before paving.

5.12.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

5.13. Compaction

5.13.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.

5.13.2. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification.

5.13.3. Areas not in conformance with this specification will need to be removed and replaced at Contractor's expense.

5.14. Smooth Transition

5.14.1. The Contractor shall install a five (5) foot tapered keyway mill on all adjacent roads that are not being milled, in order to ensure a smooth transition between the new and existing pavement.

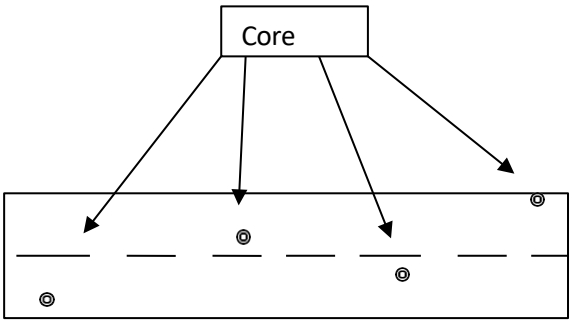
5.15. Quality Inspections

5.15.1. Core samples shall be taken by an independent laboratory approved by the County.

5.15.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.

5.15.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.

5.15.4. Core samples shall be taken in a random pattern as indicated on the diagram below.



5.15.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.

5.15.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

5.15.7. Holes that were created by taking the core samples shall be filled with a product approved by the County.

5.15.8 A determination of the average thickness of the asphaltic concrete shall be made from the samples by the testing laboratory and the results shall be sent from the laboratory directly to the County.

5.15.9 If the Contractor wishes to obtain additional core samples beyond those required by the County, such requests must be submitted in writing, and all associated costs shall be borne by the Contractor.

5.16. Deficiencies of Asphaltic Concrete Thickness and Ride Quality

5.16.1. The County will permit a deficiency in the thickness of the asphaltic concrete overlay not to exceed one-quarter (1/4) inch.

5.16.2. The Contractor shall utilize an asphalt transfer machine approved by the County for all roadway resurfacing involving milling, unless a written exception is granted by the County. The County shall not permit the commencement of work without the required transfer machine. In the event the transfer machine becomes inoperable during production, the County may, at its sole discretion, allow work to continue for the remainder of that production day.

5.16.3. When the deficiency in the thickness of the asphaltic concrete exceeds one-quarter (1/4) inch but does not exceed three-eighths (3/8) inch of the specified thickness, the County shall permit the Contractor to leave the asphaltic concrete in place without any compensation.

5.16.4. County shall determine the affected square yard area by multiplying the lane width by the length between the nearest acceptable core samples, and no payment shall be made for this area.

5.16.5. When the deficiency in thickness exceeds three-eighths (3/8) inch of the specified thickness, the Contractor shall correct the deficiency. In all cases where the installed asphaltic concrete is deficient beyond this limit, the Contractor shall restore the deficient area by applying new asphaltic concrete.

5.16.6. The minimum repair thickness must comply with the layer thickness standards specified under the asphaltic concrete section of these specifications.

5.16.7. The Contractor shall replace the full thickness as directed by the County, extending at least fifty (50) feet beyond each end of the deficient area.

5.16.8. County will mark the area to be corrected with white or pink paint, and the paving shall extend to the outer edge of this paint mark.

5.16.9. Any additional costs incurred to correct deficiencies shall be the sole responsibility of the Contractor. No additional charges shall be made to the County, even if the repair results in the final thickness of the asphaltic concrete overlay exceeding the originally specified thickness.

5.16.10. Asphalt smoothness shall be tested at the discretion County on any roadway which included milling.

5.16.11. Any portion of any roadway associated shall be required to be compliant with Section 330, SURFACE REQUIREMENTS for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16)

inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

5.17. Manholes / Valves

5.17.1. Reference FDOT Standard Specifications Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

5.17.2. Manholes and water valves shall be adjusted through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete.

5.17.3. Contractor shall perform utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

5.17.4. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.18. Traffic Stripes and Markings

5.18.1. Reference Standard Specifications FDOT Section 710, PAINTED PAVEMENT MARKINGS and Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

5.18.2. If the Contractor is unable to install the pavement markings as prescribed, appropriate traffic control measures shall be provided, such as but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.

5.18.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.18.3. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m^2.

5.18.4. The existing striping layout shall be recorded prior to the commencement of work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.18.5. Striping shall be maintained throughout the duration of the work and shall be in place at the end of each workday.

5.18.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.

5.18.7. If the Contractor fails to install the correct striping pattern, the Contractor shall remove the markings at their own expense using a method approved by the County.

5.18.8. If the road surface is damaged during the removal process, Contractor shall repair the road surface at Contractor's expense.

5.18.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.18.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.

5.18.11. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.18.12. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify retroreflectivity, width, thickness and color. County shall notify Contractor of any deficiencies.

5.18.13. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.18.14. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.19. Thermoplastic Traffic Stripes and Markings

5.19.1. Reference FDOT Standard Specification Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.

5.19.2. If the Contractor is unable to install the pavement markings as prescribed, the Contractor shall provide suitable traffic control measures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2025 Edition or the latest edition. These traffic control measures shall include, but are not limited to, warning signs, channelizing devices, and delineation to clearly indicate the required travel ways within temporary traffic control zones.

5.19.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.19.3. Thermoplastic Pavement Markings shall not be installed prior to fourteen (14) calendar days following paving.

5.19.4. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m^2.

5.19.5. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.

5.19.6. The existing striping layout shall be recorded prior to the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.19.7. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County.

5.19.8. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

5.19.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.19.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.19.11. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the same method, to test and certify retroreflectivity, width, thickness and color.

5.19.12. County shall notify the Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.19.13. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

5.19.13.1. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage.

5.19.13.2. The retroreflectivity shall meet the initial requirements of 711-4.3.

5.19.13.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

5.19.14 All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.20. Worksite Traffic Supervisor

5.20.1. Reference FDOT Standard Specifications Section 102, Maintenance of Traffic.

5.20.2. Contractor shall have a worksite traffic supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices.

5.20.3. The worksite traffic supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns.

5.20.4. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.

5.20.5. Failure of this person to comply with the provisions of Section 102, shall be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with a person that is properly trained.

5.20.6. Failure to maintain a designated worksite traffic supervisor shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

5.20.7. The cost associated with the worksite traffic supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

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1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

1.3.4. Professional Liability and Specialty Insurance (environmental, pollution) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT D **25-754**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65
$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

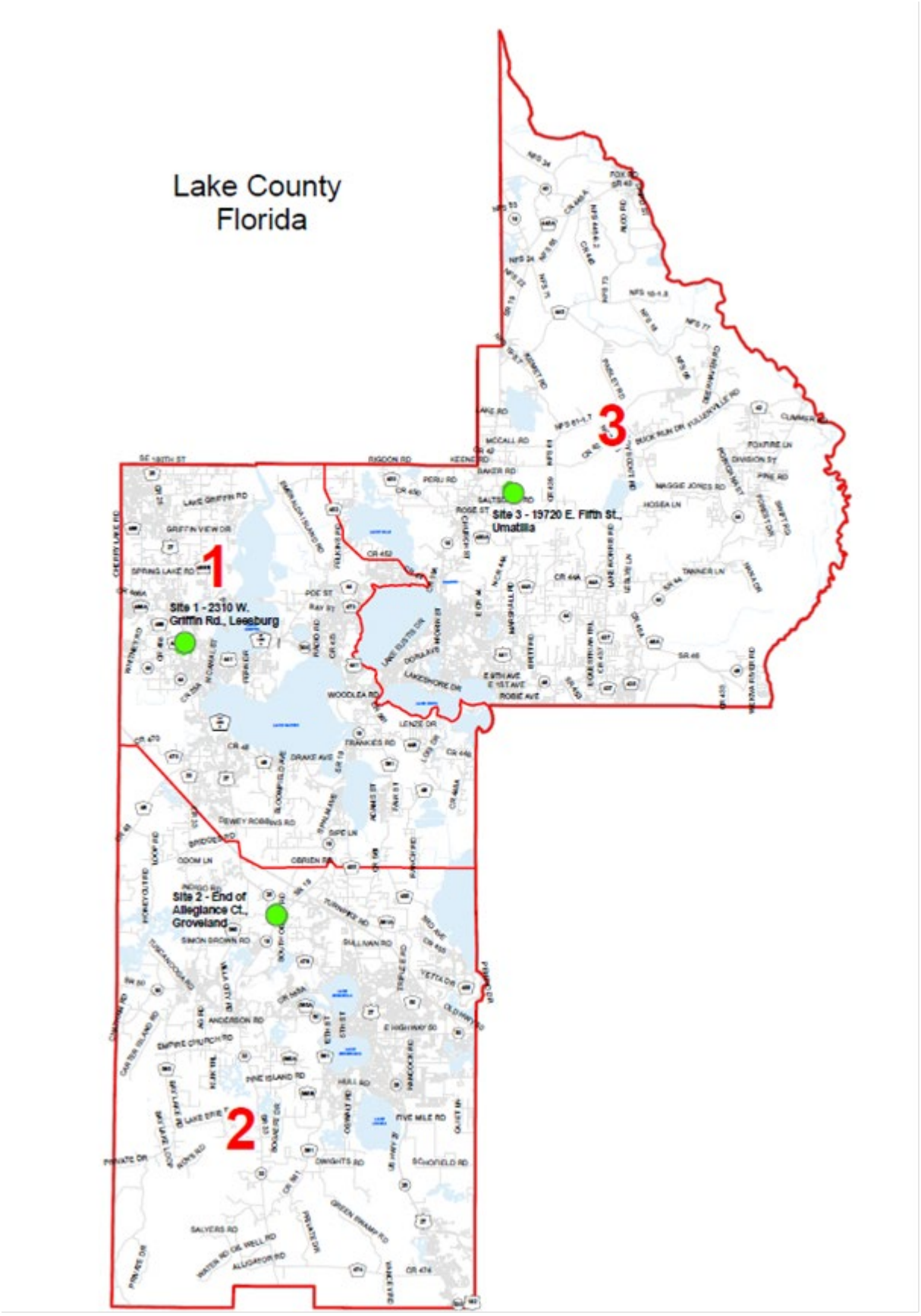
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)


Lake County
Florida
1
2
3
Site 1 - 2310 W. Griffin Rd., Leesburg
Site 2 - End of Allegiance Ct., Groveland
Site 3 - 19720 E. Fifth St., Umatilla

POOL CONTRACT NO. 25-754C
For
ROAD RESURFACING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Jr. Davis Construction Company, Inc.** (hereinafter "Contractor") to supply **Road Resurfacing and Related Services** to the County pursuant to County Bid number 25-754 with any included addenda (hereinafter "Bid"), with an opening date of 12/16/2025, and Contractor's Bid response dated 12/16/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Public Works Road Operations Terms & Conditions
Exhibit E – FHWA-1273
Exhibit F – Performance/Payment Bonds
Exhibit G – intentionally excluded
Exhibit H – Asphalt Millings Site Map

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 7/1/2026 through 6/30/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date: .

The undersigned hereby declares that Jr. Davis Construction Co., Inc., has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ROAD RESURFACING AND RELATED SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: NO

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subncontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable

and enter OSD Certification Number N/A
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A federally funded project expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: DYPXDLYFK2Q9

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Jr. Davis Construction Co., Inc.
Street Address: 210 Hangar Road
City: Kissimmee, FL State and ZIP Code: 34741
Mailing Address (if different): Same as above
Telephone: 407-870-0066
Purchase Order Email Address: Lisa.Smith@jr-davis.com
Federal Identification Number / TIN: 59-2571763

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Kristy Kelley*

Date: 12/16/2025

Print Name: Kristy Kelley

Title: Secretary

Primary E-mail Address: Kristy.kelley@jr-davis.com

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Jr. Davis Construction Company, Inc.				
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type				
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 20.20	$ 101,000.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 30.30	$ 30,300.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 12.15	$ 243,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 18.15	$ 90,750.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 13.35	$ 3,337,500.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 20.50	$ 102,500.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 15.90	$ 318,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 26.65	$ 133,250.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 22.40	$ 448,000.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 29.05	$ 145,250.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 24.85	$ 124,250.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 S	SY	5,000	$ 29.05	$ 145,250.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 S	SY	250,000	$ 20.75	$ 5,187,500.00
0.50" Leveling Course	SY	10,000	$ 11.80	$ 118,000.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 104.10	$ 208,200.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 26.61**	**$ 10,732,750.00**
Asphalt Milling				
1" Asphalt Milling	SY	25,000	$ 11.95	$ 298,750.00
1.5" Asphalt Milling	SY	250,000	$ 9.15	$ 2,287,500.00
0"- 2" Profile Correction Milling	SY	2,500	$ 17.15	$ 42,875.00
6" Asphalt Milling (Base Repair)	SY	2,000	$ 38.15	$ 76,300.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 19.10**	**$ 2,705,425.00**

Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.22	$ 2,200.00
4" Yellow	LF	10,000	$ 0.22	$ 2,200.00
6" White	LF	45,000	$ 0.49	$ 22,050.00
6" Yellow	LF	45,000	$ 0.49	$ 22,050.00
8" White	LF	10,000	$ 0.49	$ 4,900.00
8" Yellow	LF	5,000	$ 0.49	$ 2,450.00
12" White	LF	10,000	$ 1.73	$ 17,300.00
18" White	LF	5,000	$ 1.76	$ 8,800.00
18" Yellow	LF	5,000	$ 1.76	$ 8,800.00
24" White	LF	500	$ 10.10	$ 5,050.00
Symbol - Single Arrow	EA	500	$ 43.27	$ 21,635.00
Symbol - Combination Arrow	EA	200	$ 57.70	$ 11,540.00
Message - School w/bars	EA	50	$ 100.97	$ 5,048.50
Message - Railroad w/bars	EA	50	$ 100.97	$ 5,048.50
Message - Only	EA	100	$ 100.97	$ 10,097.00
Message - Merge	EA	100	$ 50.49	$ 5,049.00
Message - Stop	EA	25	$ 108.19	$ 2,704.75
Message - Bicycle Symbol	EA	200	$ 4.33	$ 866.00
Message - Misc 4 to 6 letters	EA	200	$ 21.64	$ 4,328.00
24" white stop bar up to 12'	EA	500	$ 110.00	$ 55,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 160.00	$ 16,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 289.00	$ 28,900.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 6.92	$ 13,840.00

Misc				$ -
Misc				$ -
Misc				$ -
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 50.97**	**$ 275,856.75**

Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.72	$ 7,200.00
4" Yellow	LF	10,000	$ 0.72	$ 7,200.00
6" White	LF	45,000	$ 1.51	$ 67,950.00
6" Yellow	LF	45,000	$ 1.51	$ 67,950.00
8" White	LF	10,000	$ 1.53	$ 15,300.00
8" Yellow	LF	5,000	$ 1.53	$ 7,650.00
12" White	LF	10,000	$ 3.89	$ 38,900.00
18" White	LF	5,000	$ 4.62	$ 23,100.00
18" Yellow	LF	5,000	$ 4.62	$ 23,100.00
24" White	LF	500	$ 14.42	$ 7,210.00
Symbol - Single Arrow	EA	500	$ 122.61	$ 61,305.00
Symbol - Combination Arrow	EA	200	$ 144.25	$ 28,850.00
Message - School w/bars	EA	50	$ 300.00	$ 15,000.00
Message - Railroad w/bars	EA	50	$ 300.00	$ 15,000.00
Message - Only	EA	100	$ 252.43	$ 25,243.00
Message - Merge	EA	100	$ 230.80	$ 23,080.00
Message - Stop	EA	25	$ 331.77	$ 8,294.25
Message - Bicycle Symbol	EA	200	$ 461.59	$ 92,318.00
Message - Misc 4 to 6 letters	EA	200	$ 144.25	$ 28,850.00
24" white stop bar up to 12'	EA	500	$ 173.10	$ 86,550.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 302.00	$ 30,200.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 390.00	$ 39,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 6.90	$ 13,800.00
Misc				$ -
Misc				$ -
Misc				$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 138.90**	**$ 733,050.25**

Miscellaneous Items	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 29.55	$ 2,955.00
Asphalt Millings Hauled by Contractor**	CY	1000	$ 41.55	$ 41,550.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	$ 12,690.00	$ 12,690.00
Misc				$ -
			Misc. Total Cost:	**$ 57,195.00**

*Portable Changeable Message Sign - per sign, per day.

**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.

Above Quantities are estimates for bid purposes and are in no way a guarantee of work.

TOTAL BID AMOUNT: $ 14,504,277.00

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** Kristy Kelley, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Secretary of **(Business Name)** Jr. Davis Construction Co., Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 16th day of December, 2025.

BY: Kristy Kelley
Signature of Affiant

Kristy Kelley
Printed Name

STATE OF Florida
COUNTY OF Osceola

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16th day of December, 2025, by Kristy Kelley, who is ☑ personally known to me or ☐ has produced identification (type): N/A.

(*Notary Signature*)

(SEAL)

KATHERINE J. COOK
Notary Public-State of Florida
Commission # HH 479086
My Commission Expires
May 02, 2028

ADDENDUM NO. #1 **25-754**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: ROAD RESURFACING AND RELATED SERVICES 12/04/25

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is a bid bond required? If so, what percentage?

A. No.

Q2. Will there be a Pre-Bid Meeting for this project?

A. Refer to the bid document, Section 4.0 Pre-Bid Conference

Q3. Will this contract be awarded to one contractor or multiple contractors?

A. Refer to Exhibit A – Scope of Work, first sentence.

Q4. In the Lake County General Terms and Conditions, Price Redeterminations, it states that the contractor shall present documented increases in costs 30 days prior to the anniversary date of the contract, but any price redetermination shall be based on the applicable ECI or PPI, not the actual, documented price increases presented by the contractor, is this correct?

A. Because each project will be quoted using the RFQ system, price redeterminations will not apply to this contract. However, if an awarded project exceeds 90 days, adjustments may be requested and would be calculated using FDOT Bituminous & Fuel adjustments.

Q5. In the bid, there are 2 FC-12.5 Friction Course items that are specified as PG76-22 while other Friction Course items, FC-5, FC-9.5 and FC-12.5, are not designated as PG76-22. If these are not polymer modified and are acceptable to have a non-polymer liquid, can the RAP content be increased to the Lake County acceptable maximum?

A. Yes.

Q6. Will the contractor be responsible for maintaining the stockpile at any of the 3 Lake County milling stockpile sites?

A. No. Refer Exhibit A – Scope of Work, Sections 5.5.7 through 5.5.9.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Jr. Davis Construction Co., Inc.

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: *Kristy Kelley* Kristy Kelley

Date: 12/16/2025

Print Name: Kristy Kelley

Title: Secretary

Primary E-mail Address: Kristy.Kelley@jr-davis.com

Secondary E-mail Address: Click or tap here to enter text.

1. SCOPE OF WORK

To establish a pool of vendors for job order road resurfacing and related services projects. Pool vendors shall be notified of projects via the County's RFQ system as described in Section 4. Contractors shall be required to possess and maintain a valid Class A or B General Contractor's License and shall demonstrate comprehensive knowledge of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, the Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 edition, or the most current edition as amended.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.

2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.

2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.

2.4. Provide a neat and clean in appearance dress code (as applicable) for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots and all associated PPE such as appropriate class safety vest, safety glasses, etc.

2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.6. Provide proof of chemical applicators' licensure prior to any Chemical treatment utilizing herbicides for vegetation removal.

2.7. Maintain the project work site in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.

2.8. Perform work at a time that minimizes disturbance or interference to the flow of traffic.

2.9. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

3. COUNTY RESPONSIBILITIES

County will:

3.1. Reserve the right to award to one or more vendors.

3.2. Reserve the right to add or remove services in conjunction with the County's needs.

3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.4. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. When it is determined that a road resurfacing project is needed, the County will issue a Request for Quote (RFQ), utilizing the County's RFQ System.

4.2. The RFQ will define the scope of work, project limits, pre-bid meetings (if any), calendar days to complete the project, and submittal requirements.

4.3. The project limits will be marked with pink or white paint.

4.4. Contractor shall perform a site visit and inspect all sites prior to the question submission deadline specified within the RFQ.

4.4.1. Contractor shall document items, including but not limited to, additional milling, leveling, course and radius paving, discrepancies in quantities, or project limits, etc.

4.4.2. Contractor shall submit questions to the County via e-mail prior to the question submission deadline. Questions received after this time will not be answered.

4.4.3. An addendum will be issued for all questions received and posted to the RFQ.

4.5. Contractor shall submit a bid response prior to the bid closing date.

4.6. The submitted bid response constitutes the Contractor's agreement to all quantities and associated costs specified in the RFQ.

4.7. Change orders shall be issued for items that have been added to or deducted from the original RFQ. Change orders may be subject to bituminous and fuel adjustments in accordance with the terms of this contract.

4.8. A price redetermination will not be considered for projects taking less than 90 production days, or any projects exceeding original project days plus any approved added weather days.

5. TECHNICAL REQUIREMENTS

All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition. Relevant FDOT reference sections are indicated under the corresponding items listed below.

5.1. Public Notification of Work

5.1.1. Reference FDOT Standard Specifications Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS

5.1.2. Contractor shall notify all residents within the project work area and project schedule and explain the expected level of inconvenience associated with the project.

5.1.3. Contractor shall provide public notification to all residences and parked vehicles on the roadway within the project limits seven (7) calendar days prior to the commencement of work.

5.1.4. Contractor shall obtain County approval prior to placement on residences and vehicles parked on neighborhood roads within the project limits.

5.1.5. Contractor shall install PCMS on all major roadways and industrial parks to display lane closure information including, but not limited to, anticipated lane closure, closure extent (i.e. "Next 3 Miles"), and daily hours of closures.

5.1.6. All costs associated with the PCMS shall be charged per unit/per day and include the installation, removal, mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.1.7. The Contractor shall make every effort to avoid blocking access to businesses for an extended period and provide the business with written notice, approved by the County, at least forty-eight (48) hours prior to access restriction.

5.1.8. Contractor shall minimize the impact to school related traffic during before and after school hours when project limits are within the vicinity of a school,

5.1.8.1. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County, an official from the affected school, and Contractor's Project Superintendent.

5.1.8.2. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official.

5.1.8.3. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

5.2. Shoulder Preparation

5.2.1. Vegetation shall be cut back six inches (6") from the edge of pavement, including any present on the pavement surface, and removed prior to the placement of new asphaltic concrete. Any areas where excessive material has been removed shall be promptly repaired by the Contractor.

5.2.2. Shoulder drop-off shall not exceed one (1) inch in depth, as measured from the top of the asphaltic concrete at the pavement edge.

5.2.3. If an excessive drop off is created, it shall be restored to no more than one (1) inch as described above.

5.2.4. If an area is to be left overnight with the excessive drop off, barricades marking the hazard shall be installed in accordance with FDOT specifications.

5.2.5. The cost for shoulder preparation (including mobilization, Maintenance of Traffic (MOT), equipment, labor, and all associated activities) shall be incorporated into the price for installing new asphaltic concrete.

5.3. Vegetation Removal

5.3.1. Vegetation in the cracks or joints shall be removed by using a propane torch or a chemical herbicide and subject to approval of the County. The vegetation shall be totally browned before the new asphaltic concrete is installed.

5.3.2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.

5.3.3. Chemical treatments shall be applied according to the manufacturer's specifications

to ensure public safety and a log of chemical treatments shall be kept with a copy supplied to the County'. The log shall contain information of the chemical product, manufacturer, application rate, application location, application date and time, safety data sheets (SDS), and weather conditions at the time of application.

5.3.4. The cost of removing vegetation by either propane torch or chemical herbicide treatment (including mobilization, MOT, herbicide, labor, etc.), and shall be incorporated into the price of the paving operation.

5.4. Road Base Repairs / Heavy Milling Repairs

5.4.1. Reference FDOT Standard Specifications Section 334 SUPERPAVE ASPHALTIC CONCRETE.

5.4.2. Full depth milling repairs shall be provided to areas of roadway with failed base.

5.4.2. County shall mark all areas for base repairs with white and pink paint.

5.4.3. Marked areas shall be milled to provide square or rectangular shaped repairs to a depth of six (6) inches and replaced with six (6) inches of Type SP 12.5 asphaltic concrete in three (3), two (2) inch lifts.

5.4.4. Jagged or misshaped repairs shall be rejected and repaired at no additional cost.

5.4.5. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

5.5. Milling of Existing Asphaltic Concrete Pavement

5.5.1. Reference FDOT Standard Specification Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.

5.5.2. The cold milling process to remove existing asphaltic concrete may be requested to improve ride quality, correct cross slope, lower the finished grade adjacent to existing curbs, or remove the existing pavement.

5.5.3. Areas shall be marked in pink or white paint, milled to the depth specified, and milled to the outside edge of the painted area.

5.5.4. Contractor shall notify the County of any traffic light advance warning loops that will be affected forty-eight (48) hours before the milling operation starts.

5.5.4.1. Contractor will not be held responsible for damage of loops affected by the milling operation.

5.5.5. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. Pre-wetting of the pavement may be required if it is determined there is too much dust being created.

5.5.6. Profile correction milling may be required on specific portions of roadways and will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth will be compensated at the appropriate unit cost for total depth.

5.5.7. Asphalt millings generated shall be hauled from the project location at no additional cost to the County, except for millings that the County directs the Contractor to haul to three designated area(s) not exceeding 25 miles from the project.

5.4.6.1. Site 1 – Maintenance Area 1, 2310 W. Griffin Rd., Leesburg, FL 34748

5.4.6.2. Site 2 – Maintenance Area 2, End of Allegiance Ct., Groveland, FL 34736

5.4.6.3. Site 3 – Maintenance Area 3, 19720 E. Fifth St., Umatilla, FL 32784

5.5.8. If the County elects the Contractor to haul asphalt millings to one of the three designated County sites, payment will be made only for the actual cubic yards hauled.

5.5.8.1. Truck loads should average 18 cubic yards each.

5.5.8.2. Load tickets will be issued at the project site and collected by the County at the designated dump site.

5.5.8.3. The unit cost for milling shall cover mobilization, Maintenance of Traffic (MOT), milling equipment, labor, and all related expenses.

5.5.9. County reserves the right to insert County dump trucks into the milling operation at any time and to retain ownership of the resulting millings. If the County exercises this option, it shall be done in a manner that does not impede the Contractor's production and at no additional cost to the County.

5.6. Prime and Tack Coats

5.6.1. Reference FDOT Standard Specification Section 300, PRIME AND TACK COATS.

5.6.2. A tack coat shall be installed prior to the installation of the new asphaltic concrete.

5.6.3. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.

5.6.4. The tack coat shall be applied only to areas scheduled to receive an asphalt layer the same day of operation and shall be protected from all traffic until the asphalt has been placed.

5.6.5. The unit cost for tack coat shall be included in the installation of new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.7. Asphaltic Concrete

5.7.1. Reference FDOT Standard Specification Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.7.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.

5.7.3. There shall be no standing water along the pavement where there is no standing water in the curb.

5.7.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.

5.7.5. The crown of the roadway shall be re- established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. No water shall be standing in the crown of the roadway.

5.7.6. Should there be low areas that may result in water standing on the new pavement, a

resolution shall be discussed with the County and resolved prior to starting work in the area.

5.7.7. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

5.7.8. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.8. Asphaltic Concrete – Friction Course

5.8.1. Reference FDOT Standard Specifications Section 337, ASPHALTIC CONCRETE FRICTION COURSES.

5.8.2. The County may require the use of:

5.8.2.1. Type FC-9.5 asphaltic concrete friction course.

5.8.2.2. Type FC-12.5 asphaltic concrete friction course.

5.8.2.3. Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course.

5.8.3. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.9. Asphaltic Concrete – Superpave

5.9.1. Reference FDOT Standard Specification Section 334 SUPERPAVE ASPHALT CONCRETE.

5.9.2. The County may require the use of:

5.9.2.1. Type SP-9.5 asphaltic concrete

5.9.2.1. Type SP-12.5 asphaltic concrete.

5.9.3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.10. Leveling Course

5.10.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.10.2. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor.

5.10.3. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base, the leveling course shall be used

to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.

5.10.4. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. Contractor shall ensure that the placement is completed so that the final product provides a smooth driving surface.

5.10.5. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine.

5.10.6. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

5.11 Radius Paving

5.11.1. Contractor shall overlay designated roadway intersections that connects to any project road.

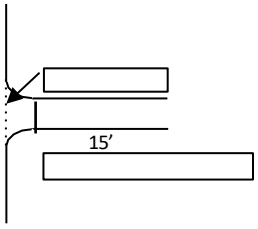
5.11.2. Paving will be to a distance of fifteen (15) feet, or as determined by the County, from the intersection (see diagram below).

5.11.3. The limits of the radius area shall be marked with white or pink paint. Not all intersections shall be paved. If there are not marks, it shall be assumed that the EOP be followed through the intersection or treated as a driveway for overlay applications.

5.11.4. Existing pavement markings within the radius area being paved shall be replaced to the specifications outlined.

5.11.5. The joint between the existing and new pavement shall provide a smooth transition.

5.11.6. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



5.12. Driveways

5.12.1. Driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.

5.12.2. Driveways shall be swept and tacked before paving.

5.12.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

5.13. Compaction

5.13.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.

5.13.2. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification.

5.13.3. Areas not in conformance with this specification will need to be removed and replaced at Contractor's expense.

5.14. Smooth Transition

5.14.1. The Contractor shall install a five (5) foot tapered keyway mill on all adjacent roads that are not being milled, in order to ensure a smooth transition between the new and existing pavement.

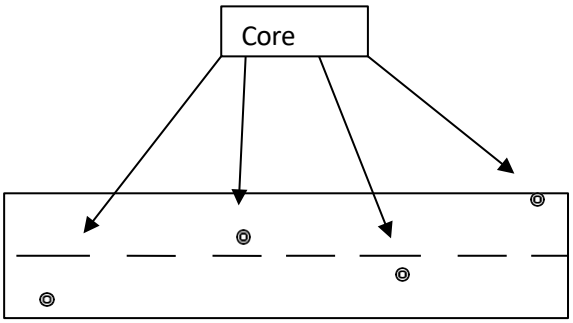
5.15. Quality Inspections

5.15.1. Core samples shall be taken by an independent laboratory approved by the County.

5.15.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.

5.15.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.

5.15.4. Core samples shall be taken in a random pattern as indicated on the diagram below.



5.15.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.

5.15.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

5.15.7. Holes that were created by taking the core samples shall be filled with a product approved by the County.

5.15.8 A determination of the average thickness of the asphaltic concrete shall be made from the samples by the testing laboratory and the results shall be sent from the laboratory directly to the County.

5.15.9 If the Contractor wishes to obtain additional core samples beyond those required by the County, such requests must be submitted in writing, and all associated costs shall be borne by the Contractor.

5.16. Deficiencies of Asphaltic Concrete Thickness and Ride Quality

5.16.1. The County will permit a deficiency in the thickness of the asphaltic concrete overlay not to exceed one-quarter (1/4) inch.

5.16.2. The Contractor shall utilize an asphalt transfer machine approved by the County for all roadway resurfacing involving milling, unless a written exception is granted by the County. The County shall not permit the commencement of work without the required transfer machine. In the event the transfer machine becomes inoperable during production, the County may, at its sole discretion, allow work to continue for the remainder of that production day.

5.16.3. When the deficiency in the thickness of the asphaltic concrete exceeds one-quarter (1/4) inch but does not exceed three-eighths (3/8) inch of the specified thickness, the County shall permit the Contractor to leave the asphaltic concrete in place without any compensation.

5.16.4. County shall determine the affected square yard area by multiplying the lane width by the length between the nearest acceptable core samples, and no payment shall be made for this area.

5.16.5. When the deficiency in thickness exceeds three-eighths (3/8) inch of the specified thickness, the Contractor shall correct the deficiency. In all cases where the installed asphaltic concrete is deficient beyond this limit, the Contractor shall restore the deficient area by applying new asphaltic concrete.

5.16.6. The minimum repair thickness must comply with the layer thickness standards specified under the asphaltic concrete section of these specifications.

5.16.7. The Contractor shall replace the full thickness as directed by the County, extending at least fifty (50) feet beyond each end of the deficient area.

5.16.8. County will mark the area to be corrected with white or pink paint, and the paving shall extend to the outer edge of this paint mark.

5.16.9. Any additional costs incurred to correct deficiencies shall be the sole responsibility of the Contractor. No additional charges shall be made to the County, even if the repair results in the final thickness of the asphaltic concrete overlay exceeding the originally specified thickness.

5.16.10. Asphalt smoothness shall be tested at the discretion County on any roadway which included milling.

5.16.11. Any portion of any roadway associated shall be required to be compliant with Section 330, SURFACE REQUIREMENTS for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16)

inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

5.17. Manholes / Valves

5.17.1. Reference FDOT Standard Specifications Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

5.17.2. Manholes and water valves shall be adjusted through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete.

5.17.3. Contractor shall perform utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

5.17.4. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.18. Traffic Stripes and Markings

5.18.1. Reference Standard Specifications FDOT Section 710, PAINTED PAVEMENT MARKINGS and Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

5.18.2. If the Contractor is unable to install the pavement markings as prescribed, appropriate traffic control measures shall be provided, such as but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.

5.18.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.18.3. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m^2.

5.18.4. The existing striping layout shall be recorded prior to the commencement of work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.18.5. Striping shall be maintained throughout the duration of the work and shall be in place at the end of each workday.

5.18.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.

5.18.7. If the Contractor fails to install the correct striping pattern, the Contractor shall remove the markings at their own expense using a method approved by the County.

5.18.8. If the road surface is damaged during the removal process, Contractor shall repair the road surface at Contractor's expense.

5.18.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.18.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.

5.18.11. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.18.12. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify retroreflectivity, width, thickness and color. County shall notify Contractor of any deficiencies.

5.18.13. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.18.14. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.19. Thermoplastic Traffic Stripes and Markings

5.19.1. Reference FDOT Standard Specification Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.

5.19.2. If the Contractor is unable to install the pavement markings as prescribed, the Contractor shall provide suitable traffic control measures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2025 Edition or the latest edition. These traffic control measures shall include, but are not limited to, warning signs, channelizing devices, and delineation to clearly indicate the required travel ways within temporary traffic control zones.

5.19.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.19.3. Thermoplastic Pavement Markings shall not be installed prior to fourteen (14) calendar days following paving.

5.19.4. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m^2.

5.19.5. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.

5.19.6. The existing striping layout shall be recorded prior to the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.19.7. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County.

5.19.8. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

5.19.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.19.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.19.11. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the same method, to test and certify retroreflectivity, width, thickness and color.

5.19.12. County shall notify the Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.19.13. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

5.19.13.1. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage.

5.19.13.2. The retroreflectivity shall meet the initial requirements of 711-4.3.

5.19.13.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

5.19.14 All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.20. Worksite Traffic Supervisor

5.20.1. Reference FDOT Standard Specifications Section 102, Maintenance of Traffic.

5.20.2. Contractor shall have a worksite traffic supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices.

5.20.3. The worksite traffic supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns.

5.20.4. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.

5.20.5. Failure of this person to comply with the provisions of Section 102, shall be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with a person that is properly trained.

5.20.6. Failure to maintain a designated worksite traffic supervisor shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

5.20.7. The cost associated with the worksite traffic supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

[*The remainder of this page intentionally left blank*]

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

1.3.4. Professional Liability and Specialty Insurance (environmental, pollution) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT D **25-754**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65
$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

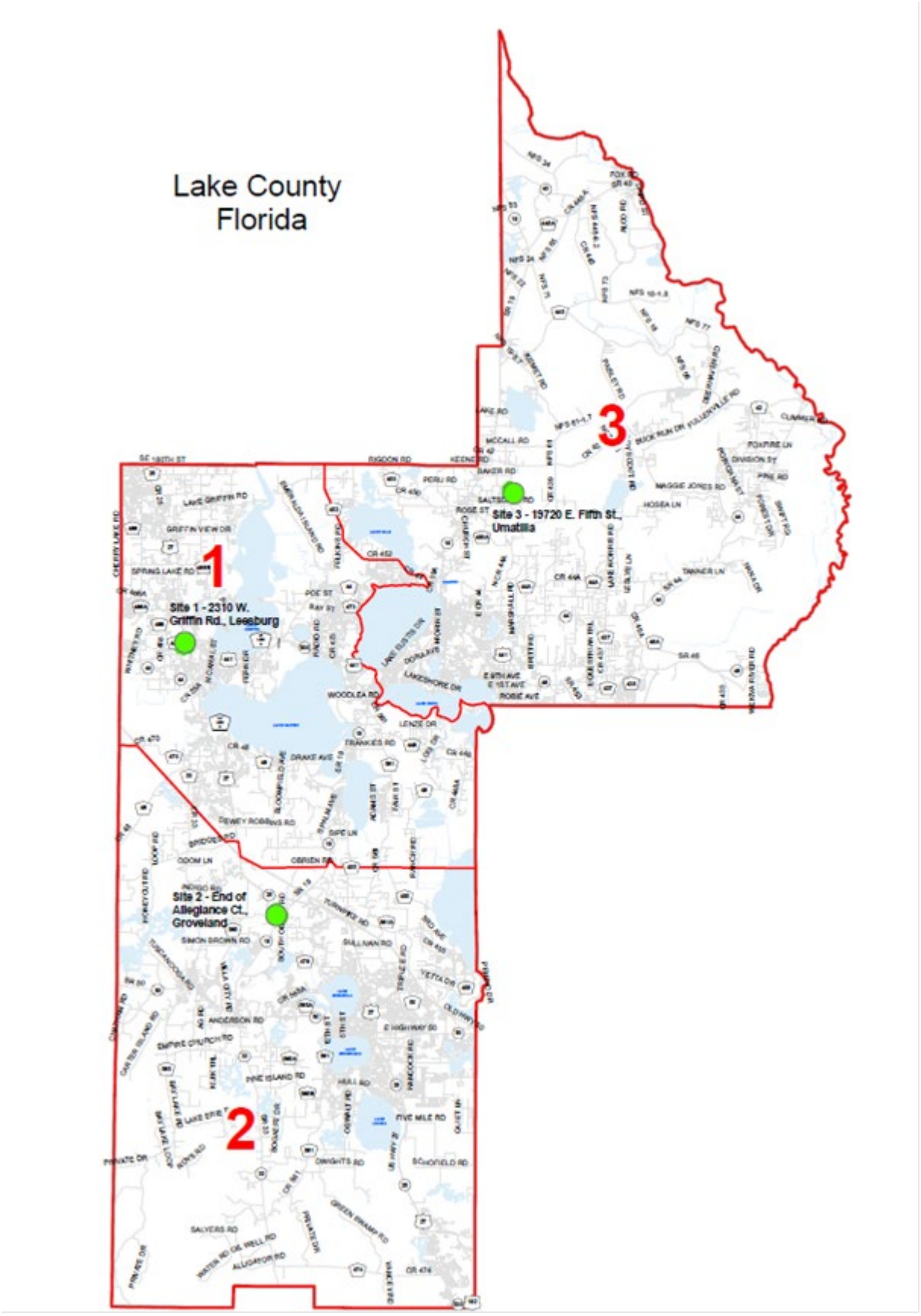
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)


Lake County
Florida
1
2
3
Site 1 - 2310 W. Griffin Rd., Leesburg
Site 2 - End of Allegiance Ct., Groveland
Site 3 - 19720 E. Fifth St., Umatilla

POOL CONTRACT NO. 25-754D
For
ROAD RESURFACING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Premier Paving LLC** (hereinafter "Contractor") to supply **Road Resurfacing and Related Services** to the County pursuant to County Bid number 25-754 with any included addenda (hereinafter "Bid"), with an opening date of 12/16/2025, and Contractor's Bid response dated 12/16/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Public Works Road Operations Terms & Conditions
Exhibit E – FHWA-1273
Exhibit F – Performance/Payment Bonds
Exhibit G – intentionally excluded
Exhibit H – Asphalt Millings Site Map

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 7/1/2026 through 6/30/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date:

The undersigned hereby declares that Premier Paving, LLC. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ROAD RESURFACING AND RELATED SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subncontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. JOSEPH FAITH

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable

and enter OSD Certification Number CGC 1518042
and enter effective date 4/9/2009 to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A federally funded project expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: DXCVJNRPF3L7

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Premier Paving, LLC.
Street Address: 1742 S. Woodland BLVD
City: Deland, FL State and ZIP Code: 32724
Mailing Address (if different): Click or tap here to enter text.
Telephone: 386 848 7522
Purchase Order Email Address: PREMIERPAVINGFL@GMAIL.COM
Federal Identification Number / TIN: 85-0531344

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *JOSEPH FAITH*
Date: Click or tap to enter a date.
Date: 12/16/2025

Print Name: Joseph Faith
Title: Owner
Primary E-mail Address: PREMIERPAVINGFL@GMAIL.COM
Secondary E-mail Address: FCGCORPO@GMAIL.COM
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the Vendor. *Joseph Faith* - Owner

[The remainder of this page is intentionally blank]

Enter Company Name Here				
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type				
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$12.50	$ 62,500.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 11.50	$ 11,500.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 10.25	$ 205,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 11.85	$ 59,250.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 10.85	$ 2,712,500.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$14.00	$ 70,000.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 13.00	$ 260,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 15.00	$ 75,000.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 14.00	$ 280,000.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 18.00	$ 90,000.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 16.50	$ 82,500.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 S	SY	5,000	$ 19.50	$ 97,500.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 S	SY	250,000	$ 18.50	$ 4,625,000.00
0.50" Leveling Course	SY	10,000	$ 9.25	$ 92,500.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 5.50	$ 11,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 13.35**	**$ 8,734,250.00**
Asphalt Milling				
1" Asphalt Milling	SY	25,000	$ 9.00	$ 225,000.00
1.5" Asphalt Milling	SY	250,000	$ 10.00	$ 2,500,000.00
0"- 2" Profile Correction Milling	SY	2,500	$ 8.75	$ 21,875.00
6" Asphalt Milling (Base Repair)	SY	2,000	$ 6.50	$ 13,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 8.56**	**$ 2,759,875.00**

Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 5.00	$ 50,000.00
4" Yellow	LF	10,000	$ 5.50	$ 55,000.00
6" White	LF	45,000	$ 6.00	$ 270,000.00
6" Yellow	LF	45,000	$ 6.50	$ 292,500.00
8" White	LF	10,000	$ 8.00	$ 80,000.00
8" Yellow	LF	5,000	$ 8.50	$ 42,500.00
12" White	LF	10,000	$ 10.00	$ 100,000.00
18" White	LF	5,000	$ 12.50	$ 62,500.00
18" Yellow	LF	5,000	$ 13.00	$ 65,000.00
24" White	LF	500	$ 4.00	$ 2,000.00
Symbol - Single Arrow	EA	500	$ 500.00	$ 250,000.00
Symbol - Combination Arrow	EA	200	$ 650.00	$ 130,000.00
Message - School w/bars	EA	50	$ 1,250.00	$ 62,500.00
Message - Railroad w/bars	EA	50	$ 1,250.00	$ 62,500.00
Message - Only	EA	100	$ 1,500.00	$ 150,000.00
Message - Merge	EA	100	$ 1,500.00	$ 150,000.00
Message - Stop	EA	25	$ 1,500.00	$ 37,500.00
Message - Bicycle Symbol	EA	200	$ 1,750.00	$ 350,000.00
Message - Misc 4 to 6 letters	EA	200	$ 1,250.00	$ 250,000.00
24" white stop bar up to 12'	EA	500	$ 1,250.00	$ 625,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 2,000.00	$ 200,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 2,325.00	$ 232,500.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 6.50	$ 13,000.00

Misc				$	-
Misc				$	-
Misc				$	-
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 730.89**	**$**	**3,532,500.00**

Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 6.00	$ 60,000.00
4" Yellow	LF	10,000	$ 6.50	$ 65,000.00
6" White	LF	45,000	$ 7.00	$ 315,000.00
6" Yellow	LF	45,000	$ 7.50	$ 337,500.00
8" White	LF	10,000	$ 9.00	$ 90,000.00
8" Yellow	LF	5,000	$ 9.50	$ 47,500.00
12" White	LF	10,000	$ 10.00	$ 100,000.00
18" White	LF	5,000	$ 12.50	$ 62,500.00
18" Yellow	LF	5,000	$ 12.75	$ 63,750.00
24" White	LF	500	$ 14.00	$ 7,000.00
Symbol - Single Arrow	EA	500	$ 750.00	$ 375,000.00
Symbol - Combination Arrow	EA	200	$ 850.00	$ 170,000.00
Message - School w/bars	EA	50	$ 950.00	$ 47,500.00
Message - Railroad w/bars	EA	50	$ 1,250.00	$ 62,500.00
Message - Only	EA	100	$ 1,250.00	$ 125,000.00
Message - Merge	EA	100	$ 1,500.00	$ 150,000.00
Message - Stop	EA	25	$ 1,500.00	$ 37,500.00
Message - Bicycle Symbol	EA	200	$ 1,750.00	$ 350,000.00
Message - Misc 4 to 6 letters	EA	200	$ 1,250.00	$ 250,000.00
24" white stop bar up to 12'	EA	500	$ 1,350.00	$ 675,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 2,500.00	$ 250,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 2,750.00	$ 275,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 6.50	$ 13,000.00
Misc				$ -
Misc				$ -
Misc				$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 771.79**	**$ 3,928,750.00**

Miscellaneous Items	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 90.00	$ 9,000.00
Asphalt Millings Hauled by Contractor**	CY	1000	$ 15.00	$ 15,000.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	$450.00	$ 450.00
Misc				$ -
			Misc. Total Cost:	**$ 24,450.00**

*Portable Changeable Message Sign - per sign, per day.

**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.

Above Quantities are estimates for bid purposes and are in no way a guarantee of work.

TOTAL BID AMOUNT: $ 18,979,825.00

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** Joseph Faith, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Owner of **(Business Name)** Premier Paving, LLC which is authorized to conduct business in the State of Florida, hereinafter called the "Business."

2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.

3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.

4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 16th day of DECEMBER, 2025.

BY: _____
Signature of Affiant

Joseph Faith
Printed Name

STATE OF FL
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16th day of DECEMBER, 2025, by JOSEPH FAITH, who is ☑ personally known to me or ☐ has produced identification (type): FDL.

Notary Public State of Florida
Allison R. Skipper
My Commission HH 651925
Expires 3/16/2029

Allison R. Skipper
(*Notary Signature*)

(SEAL)

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: ROAD RESURFACING AND RELATED SERVICES 12/04/25

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is a bid bond required? If so, what percentage?

A. No.

Q2. Will there be a Pre-Bid Meeting for this project?

A. Refer to the bid document, Section 4.0 Pre-Bid Conference

Q3. Will this contract be awarded to one contractor or multiple contractors?

A. Refer to Exhibit A – Scope of Work, first sentence.

Q4. In the Lake County General Terms and Conditions, Price Redeterminations, it states that the contractor shall present documented increases in costs 30 days prior to the anniversary date of the contract, but any price redetermination shall be based on the applicable ECI or PPI, not the actual, documented price increases presented by the contractor, is this correct?

A. Because each project will be quoted using the RFQ system, price redeterminations will not apply to this contract. However, if an awarded project exceeds 90 days, adjustments may be requested and would be calculated using FDOT Bituminous & Fuel adjustments.

Q5. In the bid, there are 2 FC-12.5 Friction Course items that are specified as PG76-22 while other Friction Course items, FC-5, FC-9.5 and FC-12.5, are not designated as PG76-22. If these are not polymer modified and are acceptable to have a non-polymer liquid, can the RAP content be increased to the Lake County acceptable maximum?

A. Yes.

Q6. Will the contractor be responsible for maintaining the stockpile at any of the 3 Lake County milling stockpile sites?

A. No. Refer Exhibit A – Scope of Work, Sections 5.5.7 through 5.5.9.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Premier Paving, 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: *Joseph Faith*

Date: 12/16/2025

Print Name: Joseph Faith

Title: Owner

Primary E-mail Address: Premier Paving, LLC.

Secondary E-mail Address: FCGCORPO@GMAIL.COM

1. SCOPE OF WORK

To establish a pool of vendors for job order road resurfacing and related services projects. Pool vendors shall be notified of projects via the County's RFQ system as described in Section 4. Contractors shall be required to possess and maintain a valid Class A or B General Contractor's License and shall demonstrate comprehensive knowledge of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, the Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 edition, or the most current edition as amended.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.

2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.

2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.

2.4. Provide a neat and clean in appearance dress code (as applicable) for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots and all associated PPE such as appropriate class safety vest, safety glasses, etc.

2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.6. Provide proof of chemical applicators' licensure prior to any Chemical treatment utilizing herbicides for vegetation removal.

2.7. Maintain the project work site in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.

2.8. Perform work at a time that minimizes disturbance or interference to the flow of traffic.

2.9. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

3. COUNTY RESPONSIBILITIES

County will:

3.1. Reserve the right to award to one or more vendors.

3.2. Reserve the right to add or remove services in conjunction with the County's needs.

3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.4. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. When it is determined that a road resurfacing project is needed, the County will issue a Request for Quote (RFQ), utilizing the County's RFQ System.

4.2. The RFQ will define the scope of work, project limits, pre-bid meetings (if any), calendar days to complete the project, and submittal requirements.

4.3. The project limits will be marked with pink or white paint.

4.4. Contractor shall perform a site visit and inspect all sites prior to the question submission deadline specified within the RFQ.

4.4.1. Contractor shall document items, including but not limited to, additional milling, leveling, course and radius paving, discrepancies in quantities, or project limits, etc.

4.4.2. Contractor shall submit questions to the County via e-mail prior to the question submission deadline. Questions received after this time will not be answered.

4.4.3. An addendum will be issued for all questions received and posted to the RFQ.

4.5. Contractor shall submit a bid response prior to the bid closing date.

4.6. The submitted bid response constitutes the Contractor's agreement to all quantities and associated costs specified in the RFQ.

4.7. Change orders shall be issued for items that have been added to or deducted from the original RFQ. Change orders may be subject to bituminous and fuel adjustments in accordance with the terms of this contract.

4.8. A price redetermination will not be considered for projects taking less than 90 production days, or any projects exceeding original project days plus any approved added weather days.

5. TECHNICAL REQUIREMENTS

All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition. Relevant FDOT reference sections are indicated under the corresponding items listed below.

5.1. Public Notification of Work

5.1.1. Reference FDOT Standard Specifications Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS

5.1.2. Contractor shall notify all residents within the project work area and project schedule and explain the expected level of inconvenience associated with the project.

5.1.3. Contractor shall provide public notification to all residences and parked vehicles on the roadway within the project limits seven (7) calendar days prior to the commencement of work.

5.1.4. Contractor shall obtain County approval prior to placement on residences and vehicles parked on neighborhood roads within the project limits.

5.1.5. Contractor shall install PCMS on all major roadways and industrial parks to display lane closure information including, but not limited to, anticipated lane closure, closure extent (i.e. "Next 3 Miles"), and daily hours of closures.

5.1.6. All costs associated with the PCMS shall be charged per unit/per day and include the installation, removal, mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.1.7. The Contractor shall make every effort to avoid blocking access to businesses for an extended period and provide the business with written notice, approved by the County, at least forty-eight (48) hours prior to access restriction.

5.1.8. Contractor shall minimize the impact to school related traffic during before and after school hours when project limits are within the vicinity of a school,

5.1.8.1. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County, an official from the affected school, and Contractor's Project Superintendent.

5.1.8.2. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official.

5.1.8.3. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

5.2. Shoulder Preparation

5.2.1. Vegetation shall be cut back six inches (6") from the edge of pavement, including any present on the pavement surface, and removed prior to the placement of new asphaltic concrete. Any areas where excessive material has been removed shall be promptly repaired by the Contractor.

5.2.2. Shoulder drop-off shall not exceed one (1) inch in depth, as measured from the top of the asphaltic concrete at the pavement edge.

5.2.3. If an excessive drop off is created, it shall be restored to no more than one (1) inch as described above.

5.2.4. If an area is to be left overnight with the excessive drop off, barricades marking the hazard shall be installed in accordance with FDOT specifications.

5.2.5. The cost for shoulder preparation (including mobilization, Maintenance of Traffic (MOT), equipment, labor, and all associated activities) shall be incorporated into the price for installing new asphaltic concrete.

5.3. Vegetation Removal

5.3.1. Vegetation in the cracks or joints shall be removed by using a propane torch or a chemical herbicide and subject to approval of the County. The vegetation shall be totally browned before the new asphaltic concrete is installed.

5.3.2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.

5.3.3. Chemical treatments shall be applied according to the manufacturer's specifications

to ensure public safety and a log of chemical treatments shall be kept with a copy supplied to the County'. The log shall contain information of the chemical product, manufacturer, application rate, application location, application date and time, safety data sheets (SDS), and weather conditions at the time of application.

5.3.4. The cost of removing vegetation by either propane torch or chemical herbicide treatment (including mobilization, MOT, herbicide, labor, etc.), and shall be incorporated into the price of the paving operation.

5.4. Road Base Repairs / Heavy Milling Repairs

5.4.1. Reference FDOT Standard Specifications Section 334 SUPERPAVE ASPHALTIC CONCRETE.

5.4.2. Full depth milling repairs shall be provided to areas of roadway with failed base.

5.4.2. County shall mark all areas for base repairs with white and pink paint.

5.4.3. Marked areas shall be milled to provide square or rectangular shaped repairs to a depth of six (6) inches and replaced with six (6) inches of Type SP 12.5 asphaltic concrete in three (3), two (2) inch lifts.

5.4.4. Jagged or misshaped repairs shall be rejected and repaired at no additional cost.

5.4.5. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

5.5. Milling of Existing Asphaltic Concrete Pavement

5.5.1. Reference FDOT Standard Specification Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.

5.5.2. The cold milling process to remove existing asphaltic concrete may be requested to improve ride quality, correct cross slope, lower the finished grade adjacent to existing curbs, or remove the existing pavement.

5.5.3. Areas shall be marked in pink or white paint, milled to the depth specified, and milled to the outside edge of the painted area.

5.5.4. Contractor shall notify the County of any traffic light advance warning loops that will be affected forty-eight (48) hours before the milling operation starts.

5.5.4.1. Contractor will not be held responsible for damage of loops affected by the milling operation.

5.5.5. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. Pre-wetting of the pavement may be required if it is determined there is too much dust being created.

5.5.6. Profile correction milling may be required on specific portions of roadways and will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth will be compensated at the appropriate unit cost for total depth.

5.5.7. Asphalt millings generated shall be hauled from the project location at no additional cost to the County, except for millings that the County directs the Contractor to haul to three designated area(s) not exceeding 25 miles from the project.

5.4.6.1. Site 1 – Maintenance Area 1, 2310 W. Griffin Rd., Leesburg, FL 34748

5.4.6.2. Site 2 – Maintenance Area 2, End of Allegiance Ct., Groveland, FL 34736

5.4.6.3. Site 3 – Maintenance Area 3, 19720 E. Fifth St., Umatilla, FL 32784

5.5.8. If the County elects the Contractor to haul asphalt millings to one of the three designated County sites, payment will be made only for the actual cubic yards hauled.

5.5.8.1. Truck loads should average 18 cubic yards each.

5.5.8.2. Load tickets will be issued at the project site and collected by the County at the designated dump site.

5.5.8.3. The unit cost for milling shall cover mobilization, Maintenance of Traffic (MOT), milling equipment, labor, and all related expenses.

5.5.9. County reserves the right to insert County dump trucks into the milling operation at any time and to retain ownership of the resulting millings. If the County exercises this option, it shall be done in a manner that does not impede the Contractor's production and at no additional cost to the County.

5.6. Prime and Tack Coats

5.6.1. Reference FDOT Standard Specification Section 300, PRIME AND TACK COATS.

5.6.2. A tack coat shall be installed prior to the installation of the new asphaltic concrete.

5.6.3. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.

5.6.4. The tack coat shall be applied only to areas scheduled to receive an asphalt layer the same day of operation and shall be protected from all traffic until the asphalt has been placed.

5.6.5. The unit cost for tack coat shall be included in the installation of new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.7. Asphaltic Concrete

5.7.1. Reference FDOT Standard Specification Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.7.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.

5.7.3. There shall be no standing water along the pavement where there is no standing water in the curb.

5.7.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.

5.7.5. The crown of the roadway shall be re- established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. No water shall be standing in the crown of the roadway.

5.7.6. Should there be low areas that may result in water standing on the new pavement, a

resolution shall be discussed with the County and resolved prior to starting work in the area.

5.7.7. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

5.7.8. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.8. Asphaltic Concrete – Friction Course

5.8.1. Reference FDOT Standard Specifications Section 337, ASPHALTIC CONCRETE FRICTION COURSES.

5.8.2. The County may require the use of:

5.8.2.1. Type FC-9.5 asphaltic concrete friction course.

5.8.2.2. Type FC-12.5 asphaltic concrete friction course.

5.8.2.3. Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course.

5.8.3. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.9. Asphaltic Concrete – Superpave

5.9.1. Reference FDOT Standard Specification Section 334 SUPERPAVE ASPHALT CONCRETE.

5.9.2. The County may require the use of:

5.9.2.1. Type SP-9.5 asphaltic concrete

5.9.2.1. Type SP-12.5 asphaltic concrete.

5.9.3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.10. Leveling Course

5.10.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.10.2. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor.

5.10.3. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base, the leveling course shall be used

to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.

5.10.4. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. Contractor shall ensure that the placement is completed so that the final product provides a smooth driving surface.

5.10.5. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine.

5.10.6. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

5.11 Radius Paving

5.11.1. Contractor shall overlay designated roadway intersections that connects to any project road.

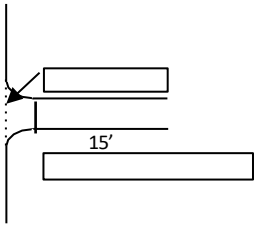
5.11.2. Paving will be to a distance of fifteen (15) feet, or as determined by the County, from the intersection (see diagram below).

5.11.3. The limits of the radius area shall be marked with white or pink paint. Not all intersections shall be paved. If there are not marks, it shall be assumed that the EOP be followed through the intersection or treated as a driveway for overlay applications.

5.11.4. Existing pavement markings within the radius area being paved shall be replaced to the specifications outlined.

5.11.5. The joint between the existing and new pavement shall provide a smooth transition.

5.11.6. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



5.12. Driveways

5.12.1. Driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.

5.12.2. Driveways shall be swept and tacked before paving.

5.12.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

5.13. Compaction

5.13.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.

5.13.2. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification.

5.13.3. Areas not in conformance with this specification will need to be removed and replaced at Contractor's expense.

5.14. Smooth Transition

5.14.1. The Contractor shall install a five (5) foot tapered keyway mill on all adjacent roads that are not being milled, in order to ensure a smooth transition between the new and existing pavement.

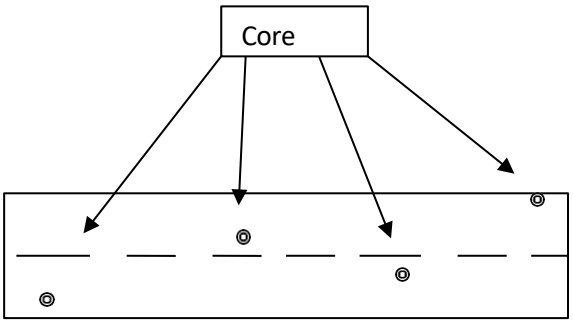
5.15. Quality Inspections

5.15.1. Core samples shall be taken by an independent laboratory approved by the County.

5.15.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.

5.15.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.

5.15.4. Core samples shall be taken in a random pattern as indicated on the diagram below.



5.15.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.

5.15.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

5.15.7. Holes that were created by taking the core samples shall be filled with a product approved by the County.

5.15.8 A determination of the average thickness of the asphaltic concrete shall be made from the samples by the testing laboratory and the results shall be sent from the laboratory directly to the County.

5.15.9 If the Contractor wishes to obtain additional core samples beyond those required by the County, such requests must be submitted in writing, and all associated costs shall be borne by the Contractor.

5.16. Deficiencies of Asphaltic Concrete Thickness and Ride Quality

5.16.1. The County will permit a deficiency in the thickness of the asphaltic concrete overlay not to exceed one-quarter (1/4) inch.

5.16.2. The Contractor shall utilize an asphalt transfer machine approved by the County for all roadway resurfacing involving milling, unless a written exception is granted by the County. The County shall not permit the commencement of work without the required transfer machine. In the event the transfer machine becomes inoperable during production, the County may, at its sole discretion, allow work to continue for the remainder of that production day.

5.16.3. When the deficiency in the thickness of the asphaltic concrete exceeds one-quarter (1/4) inch but does not exceed three-eighths (3/8) inch of the specified thickness, the County shall permit the Contractor to leave the asphaltic concrete in place without any compensation.

5.16.4. County shall determine the affected square yard area by multiplying the lane width by the length between the nearest acceptable core samples, and no payment shall be made for this area.

5.16.5. When the deficiency in thickness exceeds three-eighths (3/8) inch of the specified thickness, the Contractor shall correct the deficiency. In all cases where the installed asphaltic concrete is deficient beyond this limit, the Contractor shall restore the deficient area by applying new asphaltic concrete.

5.16.6. The minimum repair thickness must comply with the layer thickness standards specified under the asphaltic concrete section of these specifications.

5.16.7. The Contractor shall replace the full thickness as directed by the County, extending at least fifty (50) feet beyond each end of the deficient area.

5.16.8. County will mark the area to be corrected with white or pink paint, and the paving shall extend to the outer edge of this paint mark.

5.16.9. Any additional costs incurred to correct deficiencies shall be the sole responsibility of the Contractor. No additional charges shall be made to the County, even if the repair results in the final thickness of the asphaltic concrete overlay exceeding the originally specified thickness.

5.16.10. Asphalt smoothness shall be tested at the discretion County on any roadway which included milling.

5.16.11. Any portion of any roadway associated shall be required to be compliant with Section 330, SURFACE REQUIREMENTS for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16)

inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

5.17. Manholes / Valves

5.17.1. Reference FDOT Standard Specifications Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

5.17.2. Manholes and water valves shall be adjusted through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete.

5.17.3. Contractor shall perform utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

5.17.4. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.18. Traffic Stripes and Markings

5.18.1. Reference Standard Specifications FDOT Section 710, PAINTED PAVEMENT MARKINGS and Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

5.18.2. If the Contractor is unable to install the pavement markings as prescribed, appropriate traffic control measures shall be provided, such as but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.

5.18.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.18.3. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m^2.

5.18.4. The existing striping layout shall be recorded prior to the commencement of work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.18.5. Striping shall be maintained throughout the duration of the work and shall be in place at the end of each workday.

5.18.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.

5.18.7. If the Contractor fails to install the correct striping pattern, the Contractor shall remove the markings at their own expense using a method approved by the County.

5.18.8. If the road surface is damaged during the removal process, Contractor shall repair the road surface at Contractor's expense.

5.18.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.18.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.

5.18.11. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.18.12. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify retroreflectivity, width, thickness and color. County shall notify Contractor of any deficiencies.

5.18.13. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.18.14. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.19. Thermoplastic Traffic Stripes and Markings

5.19.1. Reference FDOT Standard Specification Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.

5.19.2. If the Contractor is unable to install the pavement markings as prescribed, the Contractor shall provide suitable traffic control measures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2025 Edition or the latest edition. These traffic control measures shall include, but are not limited to, warning signs, channelizing devices, and delineation to clearly indicate the required travel ways within temporary traffic control zones.

5.19.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.19.3. Thermoplastic Pavement Markings shall not be installed prior to fourteen (14) calendar days following paving.

5.19.4. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m^2.

5.19.5. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.

5.19.6. The existing striping layout shall be recorded prior to the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.19.7. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County.

5.19.8. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

5.19.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.19.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.19.11. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the same method, to test and certify retroreflectivity, width, thickness and color.

5.19.12. County shall notify the Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.19.13. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

5.19.13.1. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage.

5.19.13.2. The retroreflectivity shall meet the initial requirements of 711-4.3.

5.19.13.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

5.19.14 All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.20. Worksite Traffic Supervisor

5.20.1. Reference FDOT Standard Specifications Section 102, Maintenance of Traffic.

5.20.2. Contractor shall have a worksite traffic supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices.

5.20.3. The worksite traffic supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns.

5.20.4. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.

5.20.5. Failure of this person to comply with the provisions of Section 102, shall be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with a person that is properly trained.

5.20.6. Failure to maintain a designated worksite traffic supervisor shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

5.20.7. The cost associated with the worksite traffic supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

[*The remainder of this page intentionally left blank*]

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

1.3.4. Professional Liability and Specialty Insurance (environmental, pollution) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT D **25-754**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65
$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

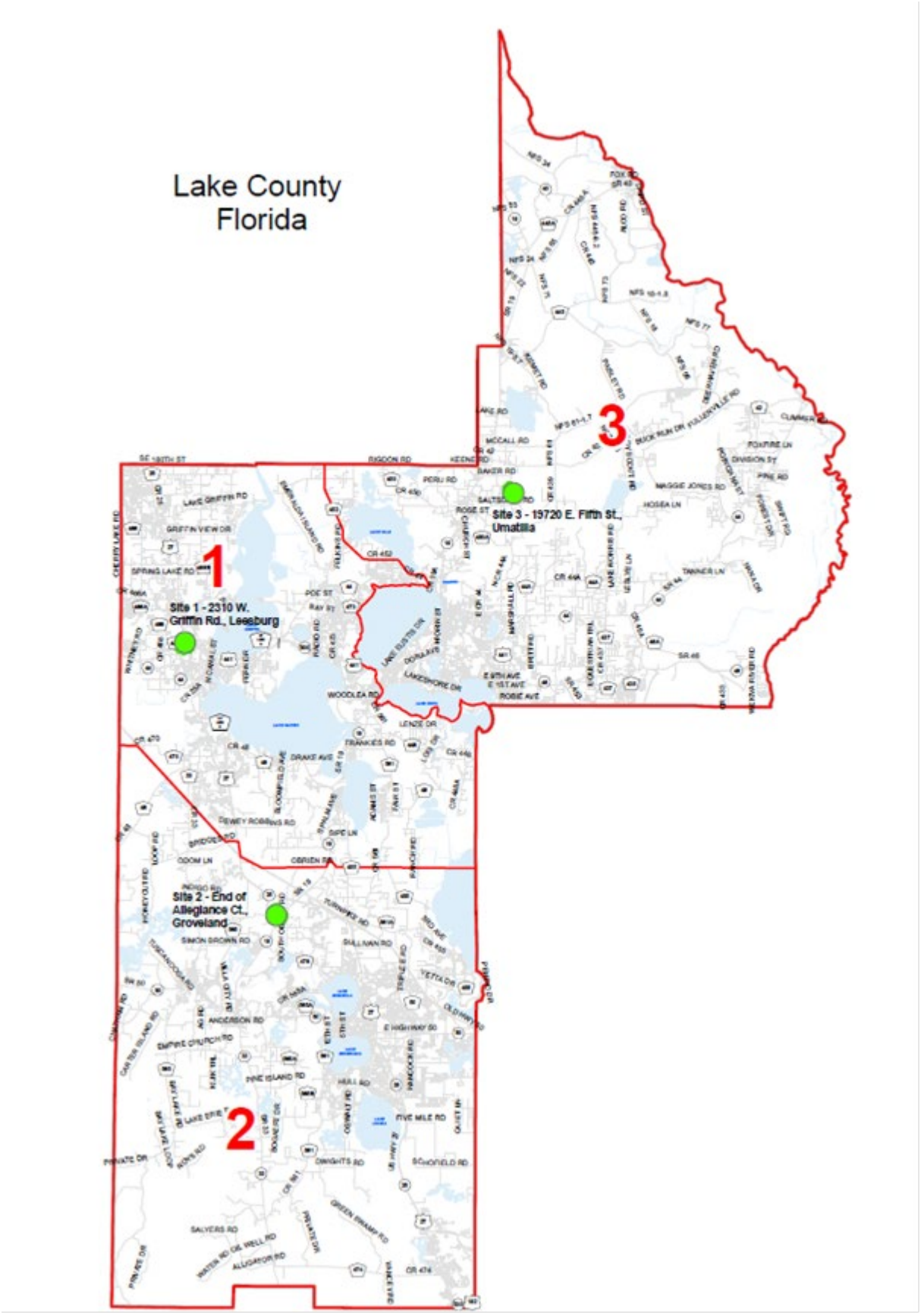
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)


Lake County
Florida
1
2
3
Site 1 - 2310 W. Griffin Rd., Leesburg
Site 2 - End of Allegiance Ct., Groveland
Site 3 - 19720 E. Fifth St., Umatilla

POOL CONTRACT NO. 25-754E
For
ROAD RESURFACING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ranger Construction Industries, Inc.** (hereinafter "Contractor") to supply **Road Resurfacing and Related Services** to the County pursuant to County Bid number 25-754 with any included addenda (hereinafter "Bid"), with an opening date of 12/16/2025, and Contractor's Bid response dated 12/16/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Public Works Road Operations Terms & Conditions
Exhibit E – FHWA-1273
Exhibit F – Performance/Payment Bonds
Exhibit G – intentionally excluded
Exhibit H – Asphalt Millings Site Map

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 7/1/2026 through 6/30/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date:

The undersigned hereby declares that Ranger Construction Industries, Inc. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ROAD RESURFACING AND RELATED SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subncontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. F Scott Fowler

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable

and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A federally funded project expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: FCH2MM12HBW3

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Ranger Construction Industries, Inc.
Street Address: 1200 Elboc Way
City: Winter Garden State and ZIP Code: Florida - 34787
Mailing Address (if different): Same
Telephone: (407) 656-3188
Purchase Order Email Address: estimating@rangerconstruction.com
Federal Identification Number / TIN: 59-2098662

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *F Scott Fowler*
Date: 12/16/2025
Print Name: F Scott Fowler
Title: Vice President
Primary E-mail Address: estimating@rangerconstruction.com
Secondary E-mail Address: Courtney.trout@rangerconstruction.com
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Enter Company Name Here				
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type				
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 18.95	$ 94,750.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 37.60	$ 37,600.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 13.15	$ 263,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 13.35	$ 66,750.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 12.50	$ 3,125,000.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 16.40	$ 82,000.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 16.05	$ 321,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 19.30	$ 96,500.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 18.10	$ 362,000.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 22.25	$ 111,250.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 23.25	$ 116,250.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 S	SY	5,000	$ 23.25	$ 116,250.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 S	SY	250,000	$ 20.35	$ 5,087,500.00
0.50" Leveling Course	SY	10,000	$ 22.00	$ 220,000.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 65.00	$ 130,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 22.77**	**$ 10,229,850.00**
Asphalt Milling				
1" Asphalt Milling	SY	25,000	$ 4.30	$ 107,500.00
1.5" Asphalt Milling	SY	250,000	$ 4.85	$ 1,212,500.00
0"- 2" Profile Correction Milling	SY	2,500	$ 7.75	$ 19,375.00
6" Asphalt Milling (Base Repair)	SY	2,000	$ 26.35	$ 52,700.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 10.81**	**$ 1,392,075.00**

Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.25	$ 2,500.00
4" Yellow	LF	10,000	$ 0.25	$ 2,500.00
6" White	LF	45,000	$ 0.45	$ 20,250.00
6" Yellow	LF	45,000	$ 0.45	$ 20,250.00
8" White	LF	10,000	$ 0.85	$ 8,500.00
8" Yellow	LF	5,000	$ 0.85	$ 4,250.00
12" White	LF	10,000	$ 2.35	$ 23,500.00
18" White	LF	5,000	$ 4.10	$ 20,500.00
18" Yellow	LF	5,000	$ 4.10	$ 20,500.00
24" White	LF	500	$ 4.65	$ 2,325.00
Symbol - Single Arrow	EA	500	$ 58.30	$ 29,150.00
Symbol - Combination Arrow	EA	200	$ 93.30	$ 18,660.00
Message - School w/bars	EA	50	$ 116.60	$ 5,830.00
Message - Railroad w/bars	EA	50	$ 116.60	$ 5,830.00
Message - Only	EA	100	$ 58.30	$ 5,830.00
Message - Merge	EA	100	$ 58.30	$ 5,830.00
Message - Stop	EA	25	$ 58.30	$ 1,457.50
Message - Bicycle Symbol	EA	200	$ 17.50	$ 3,500.00
Message - Misc 4 to 6 letters	EA	200	$ 11.65	$ 2,330.00
24" white stop bar up to 12'	EA	500	$ 56.00	$ 28,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 128.30	$ 12,830.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 195.90	$ 19,590.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 4.65	$ 9,300.00

Misc				$ -
Misc				$ -
Misc				$ -
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 43.13**	**$ 273,212.50**

Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.70	$ 7,000.00
4" Yellow	LF	10,000	$ 0.70	$ 7,000.00
6" White	LF	45,000	$ 1.15	$ 51,750.00
6" Yellow	LF	45,000	$ 1.15	$ 51,750.00
8" White	LF	10,000	$ 1.45	$ 14,500.00
8" Yellow	LF	5,000	$ 1.45	$ 7,250.00
12" White	LF	10,000	$ 4.10	$ 41,000.00
18" White	LF	5,000	$ 6.40	$ 32,000.00
18" Yellow	LF	5,000	$ 6.40	$ 32,000.00
24" White	LF	500	$ 8.75	$ 4,375.00
Symbol - Single Arrow	EA	500	$ 116.60	$ 58,300.00
Symbol - Combination Arrow	EA	200	$ 204.10	$ 40,820.00
Message - School w/bars	EA	50	$ 524.50	$ 26,225.00
Message - Railroad w/bars	EA	50	$ 524.50	$ 26,225.00
Message - Only	EA	100	$ 174.90	$ 17,490.00
Message - Merge	EA	100	$ 204.10	$ 20,410.00
Message - Stop	EA	25	$ 174.90	$ 4,372.50
Message - Bicycle Symbol	EA	200	$ 379.00	$ 75,800.00
Message - Misc 4 to 6 letters	EA	200	$ 35.00	$ 7,000.00
24" white stop bar up to 12'	EA	500	$ 111.90	$ 55,950.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 256.50	$ 25,650.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 361.50	$ 36,150.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 4.65	$ 9,300.00
Misc				$ -
Misc				$ -
Misc				$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 134.97**	**$ 652,317.50**

Miscellaneous Items	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 40.80	$ 4,080.00
Asphalt Millings Hauled by Contractor**	CY	1000	$ 122.40	$ 122,400.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	$ 14,000.00	$ 14,000.00
Misc				$ -
			Misc. Total Cost:	**$ 140,480.00**

*Portable Changeable Message Sign - per sign, per day.

**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.

Above Quantities are estimates for bid purposes and are in no way a guarantee of work.

TOTAL BID AMOUNT: $ 12,687,935.00

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** F Scott Fowler, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Vice President of **(Business Name)** Ranger Construction Industries, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 16 day of December, 2025.

BY: _____
Signature of Affiant

F Scott Fowler
Printed Name

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16 day of December, 2025, by F Scott Fowler, who is ☑ personally known to me or ☐ has produced identification (type): Personally Known.

ELENA M ARANGO-MINER
Notary Public-State of Florida
Commission # HH 324181
My Commission Expires
October 20, 2026

Elena Ma. Arango
(Notary Signature)

(SEAL)

ADDENDUM NO. #1 **25-754**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: ROAD RESURFACING AND RELATED SERVICES 12/04/25

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is a bid bond required? If so, what percentage?

A. No.

Q2. Will there be a Pre-Bid Meeting for this project?

A. Refer to the bid document, Section 4.0 Pre-Bid Conference

Q3. Will this contract be awarded to one contractor or multiple contractors?

A. Refer to Exhibit A – Scope of Work, first sentence.

Q4. In the Lake County General Terms and Conditions, Price Redeterminations, it states that the contractor shall present documented increases in costs 30 days prior to the anniversary date of the contract, but any price redetermination shall be based on the applicable ECI or PPI, not the actual, documented price increases presented by the contractor, is this correct?

A. Because each project will be quoted using the RFQ system, price redeterminations will not apply to this contract. However, if an awarded project exceeds 90 days, adjustments may be requested and would be calculated using FDOT Bituminous & Fuel adjustments.

Q5. In the bid, there are 2 FC-12.5 Friction Course items that are specified as PG76-22 while other Friction Course items, FC-5, FC-9.5 and FC-12.5, are not designated as PG76-22. If these are not polymer modified and are acceptable to have a non-polymer liquid, can the RAP content be increased to the Lake County acceptable maximum?

A. Yes.

Q6. Will the contractor be responsible for maintaining the stockpile at any of the 3 Lake County milling stockpile sites?

A. No. Refer Exhibit A – Scope of Work, Sections 5.5.7 through 5.5.9.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Ranger Construction Industries, Inc.

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: *F Scott Fowler*

Date: 12/16/2025

Print Name: F Scott Fowler

Title: Vice President

Primary E-mail Address: estimating@rangerconstruction.com

Secondary E-mail Address: Courtney.trout@rangerconstruction.com

1. SCOPE OF WORK

To establish a pool of vendors for job order road resurfacing and related services projects. Pool vendors shall be notified of projects via the County's RFQ system as described in Section 4. Contractors shall be required to possess and maintain a valid Class A or B General Contractor's License and shall demonstrate comprehensive knowledge of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, the Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 edition, or the most current edition as amended.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.

2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.

2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.

2.4. Provide a neat and clean in appearance dress code (as applicable) for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots and all associated PPE such as appropriate class safety vest, safety glasses, etc.

2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.6. Provide proof of chemical applicators' licensure prior to any Chemical treatment utilizing herbicides for vegetation removal.

2.7. Maintain the project work site in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.

2.8. Perform work at a time that minimizes disturbance or interference to the flow of traffic.

2.9. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

3. COUNTY RESPONSIBILITIES

County will:

3.1. Reserve the right to award to one or more vendors.

3.2. Reserve the right to add or remove services in conjunction with the County's needs.

3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.4. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. When it is determined that a road resurfacing project is needed, the County will issue a Request for Quote (RFQ), utilizing the County's RFQ System.

4.2. The RFQ will define the scope of work, project limits, pre-bid meetings (if any), calendar days to complete the project, and submittal requirements.

4.3. The project limits will be marked with pink or white paint.

4.4. Contractor shall perform a site visit and inspect all sites prior to the question submission deadline specified within the RFQ.

4.4.1. Contractor shall document items, including but not limited to, additional milling, leveling, course and radius paving, discrepancies in quantities, or project limits, etc.

4.4.2. Contractor shall submit questions to the County via e-mail prior to the question submission deadline. Questions received after this time will not be answered.

4.4.3. An addendum will be issued for all questions received and posted to the RFQ.

4.5. Contractor shall submit a bid response prior to the bid closing date.

4.6. The submitted bid response constitutes the Contractor's agreement to all quantities and associated costs specified in the RFQ.

4.7. Change orders shall be issued for items that have been added to or deducted from the original RFQ. Change orders may be subject to bituminous and fuel adjustments in accordance with the terms of this contract.

4.8. A price redetermination will not be considered for projects taking less than 90 production days, or any projects exceeding original project days plus any approved added weather days.

5. TECHNICAL REQUIREMENTS

All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition. Relevant FDOT reference sections are indicated under the corresponding items listed below.

5.1. Public Notification of Work

5.1.1. Reference FDOT Standard Specifications Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS

5.1.2. Contractor shall notify all residents within the project work area and project schedule and explain the expected level of inconvenience associated with the project.

5.1.3. Contractor shall provide public notification to all residences and parked vehicles on the roadway within the project limits seven (7) calendar days prior to the commencement of work.

5.1.4. Contractor shall obtain County approval prior to placement on residences and vehicles parked on neighborhood roads within the project limits.

5.1.5. Contractor shall install PCMS on all major roadways and industrial parks to display lane closure information including, but not limited to, anticipated lane closure, closure extent (i.e. "Next 3 Miles"), and daily hours of closures.

5.1.6. All costs associated with the PCMS shall be charged per unit/per day and include the installation, removal, mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.1.7. The Contractor shall make every effort to avoid blocking access to businesses for an extended period and provide the business with written notice, approved by the County, at least forty-eight (48) hours prior to access restriction.

5.1.8. Contractor shall minimize the impact to school related traffic during before and after school hours when project limits are within the vicinity of a school,

5.1.8.1. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County, an official from the affected school, and Contractor's Project Superintendent.

5.1.8.2. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official.

5.1.8.3. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

5.2. Shoulder Preparation

5.2.1. Vegetation shall be cut back six inches (6") from the edge of pavement, including any present on the pavement surface, and removed prior to the placement of new asphaltic concrete. Any areas where excessive material has been removed shall be promptly repaired by the Contractor.

5.2.2. Shoulder drop-off shall not exceed one (1) inch in depth, as measured from the top of the asphaltic concrete at the pavement edge.

5.2.3. If an excessive drop off is created, it shall be restored to no more than one (1) inch as described above.

5.2.4. If an area is to be left overnight with the excessive drop off, barricades marking the hazard shall be installed in accordance with FDOT specifications.

5.2.5. The cost for shoulder preparation (including mobilization, Maintenance of Traffic (MOT), equipment, labor, and all associated activities) shall be incorporated into the price for installing new asphaltic concrete.

5.3. Vegetation Removal

5.3.1. Vegetation in the cracks or joints shall be removed by using a propane torch or a chemical herbicide and subject to approval of the County. The vegetation shall be totally browned before the new asphaltic concrete is installed.

5.3.2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.

5.3.3. Chemical treatments shall be applied according to the manufacturer's specifications

to ensure public safety and a log of chemical treatments shall be kept with a copy supplied to the County'. The log shall contain information of the chemical product, manufacturer, application rate, application location, application date and time, safety data sheets (SDS), and weather conditions at the time of application.

5.3.4. The cost of removing vegetation by either propane torch or chemical herbicide treatment (including mobilization, MOT, herbicide, labor, etc.), and shall be incorporated into the price of the paving operation.

5.4. Road Base Repairs / Heavy Milling Repairs

5.4.1. Reference FDOT Standard Specifications Section 334 SUPERPAVE ASPHALTIC CONCRETE.

5.4.2. Full depth milling repairs shall be provided to areas of roadway with failed base.

5.4.2. County shall mark all areas for base repairs with white and pink paint.

5.4.3. Marked areas shall be milled to provide square or rectangular shaped repairs to a depth of six (6) inches and replaced with six (6) inches of Type SP 12.5 asphaltic concrete in three (3), two (2) inch lifts.

5.4.4. Jagged or misshaped repairs shall be rejected and repaired at no additional cost.

5.4.5. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

5.5. Milling of Existing Asphaltic Concrete Pavement

5.5.1. Reference FDOT Standard Specification Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.

5.5.2. The cold milling process to remove existing asphaltic concrete may be requested to improve ride quality, correct cross slope, lower the finished grade adjacent to existing curbs, or remove the existing pavement.

5.5.3. Areas shall be marked in pink or white paint, milled to the depth specified, and milled to the outside edge of the painted area.

5.5.4. Contractor shall notify the County of any traffic light advance warning loops that will be affected forty-eight (48) hours before the milling operation starts.

5.5.4.1. Contractor will not be held responsible for damage of loops affected by the milling operation.

5.5.5. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. Pre-wetting of the pavement may be required if it is determined there is too much dust being created.

5.5.6. Profile correction milling may be required on specific portions of roadways and will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth will be compensated at the appropriate unit cost for total depth.

5.5.7. Asphalt millings generated shall be hauled from the project location at no additional cost to the County, except for millings that the County directs the Contractor to haul to three designated area(s) not exceeding 25 miles from the project.

5.4.6.1. Site 1 – Maintenance Area 1, 2310 W. Griffin Rd., Leesburg, FL 34748

5.4.6.2. Site 2 – Maintenance Area 2, End of Allegiance Ct., Groveland, FL 34736

5.4.6.3. Site 3 – Maintenance Area 3, 19720 E. Fifth St., Umatilla, FL 32784

5.5.8. If the County elects the Contractor to haul asphalt millings to one of the three designated County sites, payment will be made only for the actual cubic yards hauled.

5.5.8.1. Truck loads should average 18 cubic yards each.

5.5.8.2. Load tickets will be issued at the project site and collected by the County at the designated dump site.

5.5.8.3. The unit cost for milling shall cover mobilization, Maintenance of Traffic (MOT), milling equipment, labor, and all related expenses.

5.5.9. County reserves the right to insert County dump trucks into the milling operation at any time and to retain ownership of the resulting millings. If the County exercises this option, it shall be done in a manner that does not impede the Contractor's production and at no additional cost to the County.

5.6. Prime and Tack Coats

5.6.1. Reference FDOT Standard Specification Section 300, PRIME AND TACK COATS.

5.6.2. A tack coat shall be installed prior to the installation of the new asphaltic concrete.

5.6.3. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.

5.6.4. The tack coat shall be applied only to areas scheduled to receive an asphalt layer the same day of operation and shall be protected from all traffic until the asphalt has been placed.

5.6.5. The unit cost for tack coat shall be included in the installation of new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.7. Asphaltic Concrete

5.7.1. Reference FDOT Standard Specification Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.7.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.

5.7.3. There shall be no standing water along the pavement where there is no standing water in the curb.

5.7.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.

5.7.5. The crown of the roadway shall be re- established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. No water shall be standing in the crown of the roadway.

5.7.6. Should there be low areas that may result in water standing on the new pavement, a

resolution shall be discussed with the County and resolved prior to starting work in the area.

5.7.7. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

5.7.8. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.8. Asphaltic Concrete – Friction Course

5.8.1. Reference FDOT Standard Specifications Section 337, ASPHALTIC CONCRETE FRICTION COURSES.

5.8.2. The County may require the use of:

5.8.2.1. Type FC-9.5 asphaltic concrete friction course.

5.8.2.2. Type FC-12.5 asphaltic concrete friction course.

5.8.2.3. Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course.

5.8.3. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.9. Asphaltic Concrete – Superpave

5.9.1. Reference FDOT Standard Specification Section 334 SUPERPAVE ASPHALT CONCRETE.

5.9.2. The County may require the use of:

5.9.2.1. Type SP-9.5 asphaltic concrete

5.9.2.1. Type SP-12.5 asphaltic concrete.

5.9.3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.10. Leveling Course

5.10.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.10.2. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor.

5.10.3. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base, the leveling course shall be used

to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.

5.10.4. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. Contractor shall ensure that the placement is completed so that the final product provides a smooth driving surface.

5.10.5. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine.

5.10.6. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

5.11 Radius Paving

5.11.1. Contractor shall overlay designated roadway intersections that connects to any project road.

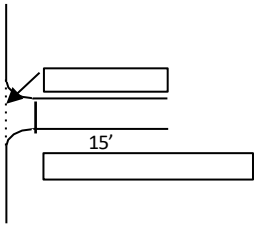
5.11.2. Paving will be to a distance of fifteen (15) feet, or as determined by the County, from the intersection (see diagram below).

5.11.3. The limits of the radius area shall be marked with white or pink paint. Not all intersections shall be paved. If there are not marks, it shall be assumed that the EOP be followed through the intersection or treated as a driveway for overlay applications.

5.11.4. Existing pavement markings within the radius area being paved shall be replaced to the specifications outlined.

5.11.5. The joint between the existing and new pavement shall provide a smooth transition.

5.11.6. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



5.12. Driveways

5.12.1. Driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.

5.12.2. Driveways shall be swept and tacked before paving.

5.12.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

5.13. Compaction

5.13.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.

5.13.2. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification.

5.13.3. Areas not in conformance with this specification will need to be removed and replaced at Contractor's expense.

5.14. Smooth Transition

5.14.1. The Contractor shall install a five (5) foot tapered keyway mill on all adjacent roads that are not being milled, in order to ensure a smooth transition between the new and existing pavement.

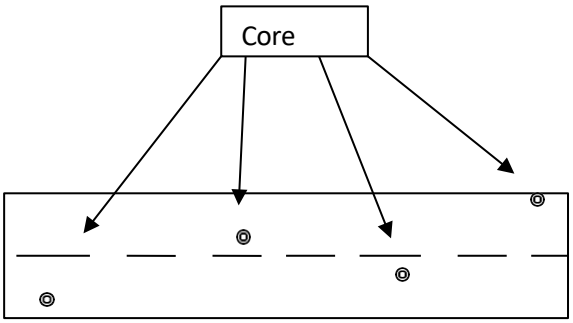
5.15. Quality Inspections

5.15.1. Core samples shall be taken by an independent laboratory approved by the County.

5.15.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.

5.15.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.

5.15.4. Core samples shall be taken in a random pattern as indicated on the diagram below.



5.15.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.

5.15.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

5.15.7. Holes that were created by taking the core samples shall be filled with a product approved by the County.

5.15.8 A determination of the average thickness of the asphaltic concrete shall be made from the samples by the testing laboratory and the results shall be sent from the laboratory directly to the County.

5.15.9 If the Contractor wishes to obtain additional core samples beyond those required by the County, such requests must be submitted in writing, and all associated costs shall be borne by the Contractor.

5.16. Deficiencies of Asphaltic Concrete Thickness and Ride Quality

5.16.1. The County will permit a deficiency in the thickness of the asphaltic concrete overlay not to exceed one-quarter (1/4) inch.

5.16.2. The Contractor shall utilize an asphalt transfer machine approved by the County for all roadway resurfacing involving milling, unless a written exception is granted by the County. The County shall not permit the commencement of work without the required transfer machine. In the event the transfer machine becomes inoperable during production, the County may, at its sole discretion, allow work to continue for the remainder of that production day.

5.16.3. When the deficiency in the thickness of the asphaltic concrete exceeds one-quarter (1/4) inch but does not exceed three-eighths (3/8) inch of the specified thickness, the County shall permit the Contractor to leave the asphaltic concrete in place without any compensation.

5.16.4. County shall determine the affected square yard area by multiplying the lane width by the length between the nearest acceptable core samples, and no payment shall be made for this area.

5.16.5. When the deficiency in thickness exceeds three-eighths (3/8) inch of the specified thickness, the Contractor shall correct the deficiency. In all cases where the installed asphaltic concrete is deficient beyond this limit, the Contractor shall restore the deficient area by applying new asphaltic concrete.

5.16.6. The minimum repair thickness must comply with the layer thickness standards specified under the asphaltic concrete section of these specifications.

5.16.7. The Contractor shall replace the full thickness as directed by the County, extending at least fifty (50) feet beyond each end of the deficient area.

5.16.8. County will mark the area to be corrected with white or pink paint, and the paving shall extend to the outer edge of this paint mark.

5.16.9. Any additional costs incurred to correct deficiencies shall be the sole responsibility of the Contractor. No additional charges shall be made to the County, even if the repair results in the final thickness of the asphaltic concrete overlay exceeding the originally specified thickness.

5.16.10. Asphalt smoothness shall be tested at the discretion County on any roadway which included milling.

5.16.11. Any portion of any roadway associated shall be required to be compliant with Section 330, SURFACE REQUIREMENTS for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16)

inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

5.17. Manholes / Valves

5.17.1. Reference FDOT Standard Specifications Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

5.17.2. Manholes and water valves shall be adjusted through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete.

5.17.3. Contractor shall perform utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

5.17.4. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.18. Traffic Stripes and Markings

5.18.1. Reference Standard Specifications FDOT Section 710, PAINTED PAVEMENT MARKINGS and Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

5.18.2. If the Contractor is unable to install the pavement markings as prescribed, appropriate traffic control measures shall be provided, such as but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.

5.18.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.18.3. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m^2.

5.18.4. The existing striping layout shall be recorded prior to the commencement of work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.18.5. Striping shall be maintained throughout the duration of the work and shall be in place at the end of each workday.

5.18.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.

5.18.7. If the Contractor fails to install the correct striping pattern, the Contractor shall remove the markings at their own expense using a method approved by the County.

5.18.8. If the road surface is damaged during the removal process, Contractor shall repair the road surface at Contractor's expense.

5.18.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.18.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.

5.18.11. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.18.12. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify retroreflectivity, width, thickness and color. County shall notify Contractor of any deficiencies.

5.18.13. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.18.14. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.19. Thermoplastic Traffic Stripes and Markings

5.19.1. Reference FDOT Standard Specification Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.

5.19.2. If the Contractor is unable to install the pavement markings as prescribed, the Contractor shall provide suitable traffic control measures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2025 Edition or the latest edition. These traffic control measures shall include, but are not limited to, warning signs, channelizing devices, and delineation to clearly indicate the required travel ways within temporary traffic control zones.

5.19.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.19.3. Thermoplastic Pavement Markings shall not be installed prior to fourteen (14) calendar days following paving.

5.19.4. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m^2.

5.19.5. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.

5.19.6. The existing striping layout shall be recorded prior to the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.19.7. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County.

5.19.8. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

5.19.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.19.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.19.11. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the same method, to test and certify retroreflectivity, width, thickness and color.

5.19.12. County shall notify the Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.19.13. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

5.19.13.1. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage.

5.19.13.2. The retroreflectivity shall meet the initial requirements of 711-4.3.

5.19.13.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

5.19.14 All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.20. Worksite Traffic Supervisor

5.20.1. Reference FDOT Standard Specifications Section 102, Maintenance of Traffic.

5.20.2. Contractor shall have a worksite traffic supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices.

5.20.3. The worksite traffic supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns.

5.20.4. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.

5.20.5. Failure of this person to comply with the provisions of Section 102, shall be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with a person that is properly trained.

5.20.6. Failure to maintain a designated worksite traffic supervisor shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

5.20.7. The cost associated with the worksite traffic supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

[*The remainder of this page intentionally left blank*]

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

1.3.4. Professional Liability and Specialty Insurance (environmental, pollution) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT D **25-754**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65
$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

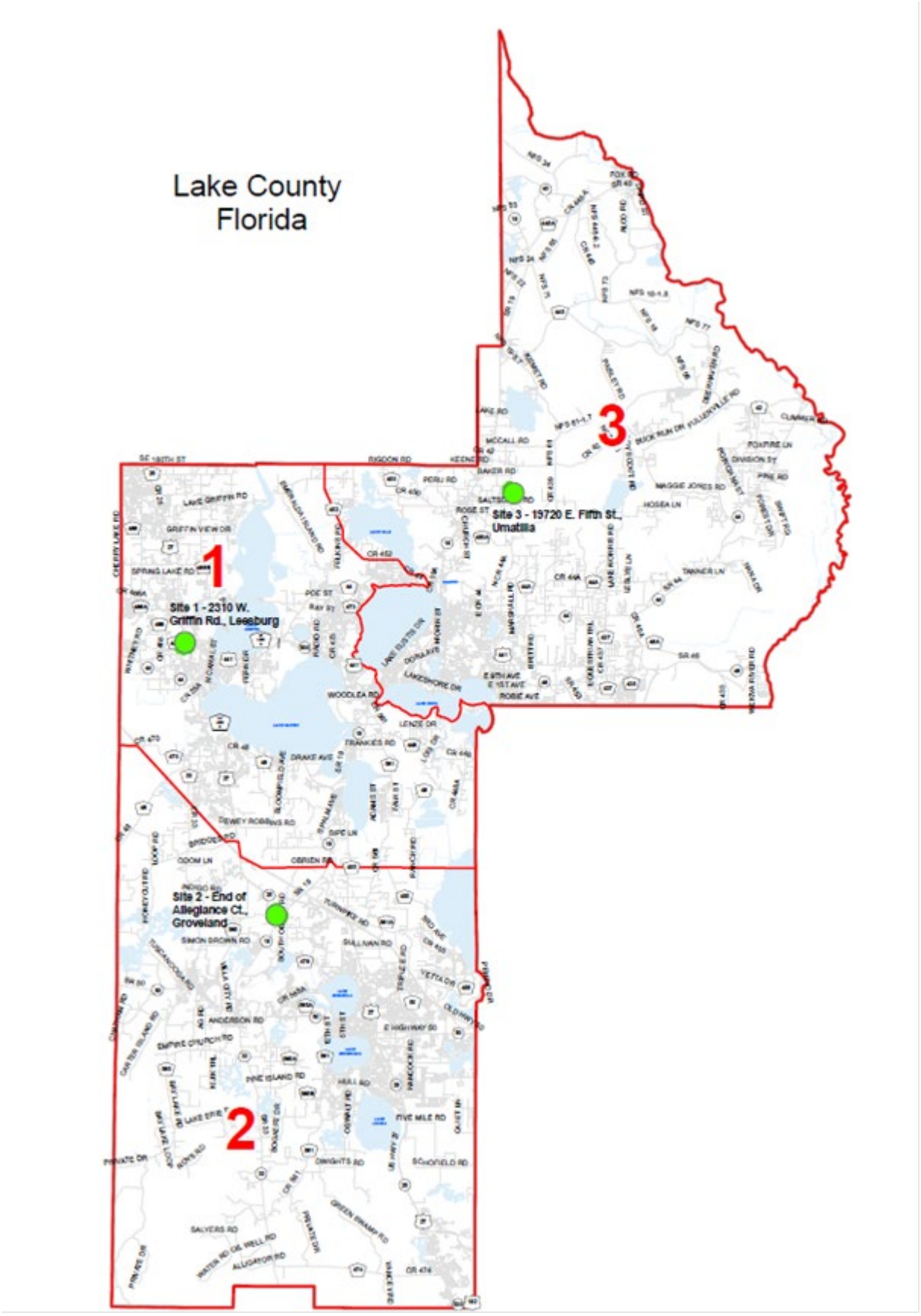
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)


Lake County
Florida
1
2
3
Site 1 - 2310 W. Griffin Rd., Leesburg
Site 2 - End of Allegiance Ct., Groveland
Site 3 - 19720 E. Fifth St., Umatilla

Detail by Entity Name

Florida Profit Corporation
RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

Document Number	F40180
FEI/EIN Number	59-2098662
Date Filed	06/10/1981
Effective Date	06/08/1981
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010

Principal Address

1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Changed: 10/04/2022

Mailing Address

1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Changed: 10/04/2022

Registered Agent Name & Address

BROWNING, DOUGLAS
1645 N Congress Ave
West Palm Beach, FL 33409

Name Changed: 08/25/2010

Address Changed: 04/13/2023

Officer/Director Detail

Name & Address

Title ST

BROWNING, DOUGLAS J
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title PRESIDENT

SCHAFER, ROBERT
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

FRANK, SCOTT
1645 N CONGRESS AVE
WEST PALM BEACH, FL 33409

Title CHAIRMAN, CEO

VECELLIO JR, LEO A
1645 N CONGRESS AVE
WEST PALM BEACH, FL 33409

Title VP

Fowler, Frank Scott
1200 Elboc Way
Winter Garden, FL 34787

Title VP

VECELLIO, MICHAEL A
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

VECELLIO, CHRISTOPHER S
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

VECELLIO, KATHRYN C
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title Director of Finance, Compliance & Tax

SMITH, ROBERT D
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title CHIEF ESTIMATOR-CENTRAL, ASST. SECRETARY

SKUBAL, STEVE
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title ASST SECRETARY

YODER, WILLIAM
4510 Glades Cut Off Rd
Ft Pierce, FL 34981

Title ASST TREASURER, ASST SECRETARY

GWINN, L.L.
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title ASST. SECRETARY

KRACUNAS, MICHAEL
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title BRANCH OPERATIONS MANAGER

FLYNN, PATRICK
4510 Glades Cut Off Rd
Ft Pierce, FL 34981

Title ASST SECRETARY

ELLIS, BRIAN
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title VP

TIMMING, JAMIE R
1645 N CONGRESS AVE
WEST PALM BEACH, FL 33409

Title VP of Finance

SULLIVAN, MICHAEL
1645 N CONGRESS AVE
WEST PALM BCH, FL 33409

Title General Counsel, Asst. Secretary

Frye, Robert
1645 N Congress Ave
West Palm Beach, FL 33409

Title Asst. Treasurer, Asst. Secretary

Lilly, Michele
1645 N Congress Ave
West Palm Beach, FL 33409

Title Operations Manager, Asst Secretary

Brown, Richard
1200 Elboc Way
Winter Garden, FL 34787

Annual Reports

Report Year	Filed Date
2022	04/27/2022
2023	04/13/2023
2024	04/03/2024

Document Images

04/03/2024 – ANNUAL REPORT	View image in PDF format
04/13/2023 – ANNUAL REPORT	View image in PDF format
04/27/2022 – ANNUAL REPORT	View image in PDF format
04/28/2021 – ANNUAL REPORT	View image in PDF format
10/27/2020 – AMENDED ANNUAL REPORT	View image in PDF format
05/15/2020 – ANNUAL REPORT	View image in PDF format
01/30/2019 – ANNUAL REPORT	View image in PDF format
04/23/2018 – ANNUAL REPORT	View image in PDF format
08/02/2017 – AMENDED ANNUAL REPORT	View image in PDF format
01/18/2017 – ANNUAL REPORT	View image in PDF format
01/23/2016 – ANNUAL REPORT	View image in PDF format
03/26/2015 – ANNUAL REPORT	View image in PDF format
01/08/2014 – ANNUAL REPORT	View image in PDF format
01/28/2013 – ANNUAL REPORT	View image in PDF format
04/30/2012 – ANNUAL REPORT	View image in PDF format
02/24/2011 – ANNUAL REPORT	View image in PDF format
12/27/2010 – Merger	View image in PDF format
08/25/2010 – Reg. Agent Change	View image in PDF format
01/08/2010 – ANNUAL REPORT	View image in PDF format
01/27/2009 – ANNUAL REPORT	View image in PDF format
03/03/2008 – ANNUAL REPORT	View image in PDF format
03/26/2007 – ANNUAL REPORT	View image in PDF format
02/22/2007 – ANNUAL REPORT	View image in PDF format
02/17/2006 – ANNUAL REPORT	View image in PDF format

02/16/2005 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
02/19/2003 -- ANNUAL REPORT	View image in PDF format
02/19/2002 -- ANNUAL REPORT	View image in PDF format
01/31/2001 -- ANNUAL REPORT	View image in PDF format
02/14/2000 -- ANNUAL REPORT	View image in PDF format
03/22/1999 -- ANNUAL REPORT	View image in PDF format
03/12/1998 -- ANNUAL REPORT	View image in PDF format
02/11/1997 -- ANNUAL REPORT	View image in PDF format
03/07/1996 -- ANNUAL REPORT	View image in PDF format
03/22/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

POOL CONTRACT NO. 25-754F
For
ROAD RESURFACING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Superior Asphalt, Inc.** (hereinafter "Contractor") to supply **Road Resurfacing and Related Services** to the County pursuant to County Bid number 25-754 with any included addenda (hereinafter "Bid"), with an opening date of 12/16/2025, and Contractor's Bid response dated 12/16/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Public Works Road Operations Terms & Conditions
Exhibit E – FHWA-1273
Exhibit F – Performance/Payment Bonds
Exhibit G – intentionally excluded
Exhibit H – Asphalt Millings Site Map

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 7/1/2026 through 6/30/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date:

The undersigned hereby declares that SUPERIOR ASPHALT, INC has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ROAD RESURFACING AND RELATED SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NO

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable

and enter OSD Certification Number N/A
and enter effective date N/A to date

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A federally funded project expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: LEF7EWZVXG99

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: SUPERIOR ASPHALT, INC
Street Address: P.O. BOX 2489
City: ONECO State and ZIP Code: FLORIDA 34264
Mailing Address (if different): N/A
Telephone: 941-755-2850
Purchase Order Email Address: dteasdale@superiorasphaltinc.net
Federal Identification Number / TIN: 65-1115948

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal:
Date: 12/16/2025
Print Name: DYLAN TEASDALE – ANTHONY FARAH
Title: GENERAL MANAGER – SENIOR PROJECT MANAGER
Primary E-mail Address: dteasdale@superiorasphaltinc.net
Secondary E-mail Address: afarah@superiorasphaltinc.net

Saadeh A Farah
Digitally signed by Saadeh A Farah
DN: CN=Saadeh A Farah, dnQualifier=A01410C0000019A98E93960001303A7, O=SUPERIOR ASPHALT INC., C=US
Date: 2025.12.16 12:28:36-05'00'

Dylan E Teasdale
Digitally signed by Dylan E Teasdale
Date: 2025.12.16 13:03:22 -05'00'

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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Enter Company Name Here				
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type				
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 18.70	$ 93,500.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 27.40	$ 27,400.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 10.30	$ 206,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 14.30	$ 71,500.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 10.60	$ 2,650,000.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 15.85	$ 79,250.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 13.05	$ 261,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 17.85	$ 89,250.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 16.90	$ 338,000.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 19.45	$ 97,250.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 19.75	$ 98,750.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 S	SY	5,000	$ 19.45	$ 97,250.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 S	SY	250,000	$ 17.25	$ 4,312,500.00
0.50" Leveling Course	SY	10,000	$ 8.50	$ 85,000.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 66.90	$ 133,800.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 19.75**	**$ 8,640,450.00**
Asphalt Milling				
1" Asphalt Milling	SY	25,000	$ 5.50	$ 137,500.00
1.5" Asphalt Milling	SY	250,000	$ 4.45	$ 1,112,500.00
0"- 2" Profile Correction Milling	SY	2,500	$ 10.40	$ 26,000.00
6" Asphalt Milling (Base Repair)	SY	2,000	$ 27.75	$ 55,500.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 12.03**	**$ 1,331,500.00**

Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.20	$ 2,000.00
4" Yellow	LF	10,000	$ 0.20	$ 2,000.00
6" White	LF	45,000	$ 0.40	$ 18,000.00
6" Yellow	LF	45,000	$ 0.40	$ 18,000.00
8" White	LF	10,000	$ 0.75	$ 7,500.00
8" Yellow	LF	5,000	$ 0.75	$ 3,750.00
12" White	LF	10,000	$ 2.00	$ 20,000.00
18" White	LF	5,000	$ 3.50	$ 17,500.00
18" Yellow	LF	5,000	$ 3.50	$ 17,500.00
24" White	LF	500	$ 4.00	$ 2,000.00
Symbol - Single Arrow	EA	500	$ 50.00	$ 25,000.00
Symbol - Combination Arrow	EA	200	$ 80.00	$ 16,000.00
Message - School w/bars	EA	50	$ 100.00	$ 5,000.00
Message - Railroad w/bars	EA	50	$ 100.00	$ 5,000.00
Message - Only	EA	100	$ 50.00	$ 5,000.00
Message - Merge	EA	100	$ 50.00	$ 5,000.00
Message - Stop	EA	25	$ 50.00	$ 1,250.00
Message - Bicycle Symbol	EA	200	$ 15.00	$ 3,000.00
Message - Misc 4 to 6 letters	EA	200	$ 10.00	$ 2,000.00
24" white stop bar up to 12'	EA	500	$ 48.00	$ 24,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 110.00	$ 11,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 168.00	$ 16,800.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 4.00	$ 8,000.00

Misc				$ -
Misc				$ -
Misc				$ -
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 36.99**	**$ 235,300.00**

Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.60	$ 6,000.00
4" Yellow	LF	10,000	$ 0.60	$ 6,000.00
6" White	LF	45,000	$ 1.00	$ 45,000.00
6" Yellow	LF	45,000	$ 1.00	$ 45,000.00
8" White	LF	10,000	$ 1.25	$ 12,500.00
8" Yellow	LF	5,000	$ 1.25	$ 6,250.00
12" White	LF	10,000	$ 3.50	$ 35,000.00
18" White	LF	5,000	$ 5.50	$ 27,500.00
18" Yellow	LF	5,000	$ 5.50	$ 27,500.00
24" White	LF	500	$ 7.50	$ 3,750.00
Symbol - Single Arrow	EA	500	$ 100.00	$ 50,000.00
Symbol - Combination Arrow	EA	200	$ 175.00	$ 35,000.00
Message - School w/bars	EA	50	$ 450.00	$ 22,500.00
Message - Railroad w/bars	EA	50	$ 450.00	$ 22,500.00
Message - Only	EA	100	$ 150.00	$ 15,000.00
Message - Merge	EA	100	$ 175.00	$ 17,500.00
Message - Stop	EA	25	$ 150.00	$ 3,750.00
Message - Bicycle Symbol	EA	200	$ 325.00	$ 65,000.00
Message - Misc 4 to 6 letters	EA	200	$ 30.00	$ 6,000.00
24" white stop bar up to 12'	EA	500	$ 96.00	$ 48,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 220.00	$ 22,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 310.00	$ 31,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 4.00	$ 8,000.00
Misc				$ -
Misc				$ -
Misc				$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 115.77**	**$ 560,750.00**

Miscellaneous Items	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 20.00	$ 2,000.00
Asphalt Millings Hauled by Contractor**	CY	1000	$ 31.60	$ 31,600.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	$ 9,875.00	$ 9,875.00
Misc				$ -
			Misc. Total Cost:	**$ 43,475.00**

*Portable Changeable Message Sign - per sign, per day.

**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.

Above Quantities are estimates for bid purposes and are in no way a guarantee of work.

TOTAL BID AMOUNT: $ 10,811,475.00

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** DYLAN TEASDALE - S. ANTHONY FARAH who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** GENERAL MANAGER - SENIOR PROJECT MANAGER of **(Business Name)** SUPERIOR ASPHALT, INC. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."

2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.

3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.

4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

SUPERIOR ASPHALT, INC. CORPORATE SEAL 2001 FLORIDA

Signed and Delivered on the 16th day of DECEMBER, 2025.

BY: _____
Signature of Affiant

DYLAN TEASDALE - S. ANTHONY FARAH
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 16th day of December, 2025, by Dylan Teasdale, who is ☑ personally known to me or ☐ has produced identification (type): _____.

_____
(*Notary Signature*)

(SEAL)

JENNIFER FUENTES
Notary Public - State of Florida
Commission # HH 331737
My Comm. Expires Nov 14, 2026
Bonded through National Notary Assn.

ADDENDUM NO. #1 **25-754**

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: ROAD RESURFACING AND RELATED SERVICES 12/04/25

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is a bid bond required? If so, what percentage?

A. No.

Q2. Will there be a Pre-Bid Meeting for this project?

A. Refer to the bid document, Section 4.0 Pre-Bid Conference

Q3. Will this contract be awarded to one contractor or multiple contractors?

A. Refer to Exhibit A – Scope of Work, first sentence.

Q4. In the Lake County General Terms and Conditions, Price Redeterminations, it states that the contractor shall present documented increases in costs 30 days prior to the anniversary date of the contract, but any price redetermination shall be based on the applicable ECI or PPI, not the actual, documented price increases presented by the contractor, is this correct?

A. Because each project will be quoted using the RFQ system, price redeterminations will not apply to this contract. However, if an awarded project exceeds 90 days, adjustments may be requested and would be calculated using FDOT Bituminous & Fuel adjustments.

Q5. In the bid, there are 2 FC-12.5 Friction Course items that are specified as PG76-22 while other Friction Course items, FC-5, FC-9.5 and FC-12.5, are not designated as PG76-22. If these are not polymer modified and are acceptable to have a non-polymer liquid, can the RAP content be increased to the Lake County acceptable maximum?

A. Yes.

Q6. Will the contractor be responsible for maintaining the stockpile at any of the 3 Lake County milling stockpile sites?

A. No. Refer Exhibit A – Scope of Work, Sections 5.5.7 through 5.5.9.

ADDITIONAL INFORMATION

N/A

ADDENDUM NO. #1 **25-754**

ACKNOWLEDGEMENT

Firm Name: SUPERIOR ASPHALT, INC.

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:

Saadeh A Farah Digitally signed by Saadeh A Farah DN: CN=Saadeh A Farah, E=afarah@superiorasphaltinc.net, O=SUPERIOR ASPHALT INC., C=US Date: 2025.12.16 12:29:04-05'00'

Date: 12/16/2025

Print Name: DYLAN TEASDALE – ANTHONY FARAH

Title: GENERAL MANAGER – SENIOR PROJECT MANAGER

Primary E-mail Address: dteasdale@superiorasphaltinc.net

Secondary E-mail Address: afarah@superiorasphaltinc.net

Dylan E Teasdale Digitally signed by Dylan E Teasdale Date: 2025.12.16 13:04:16 -05'00'

1. SCOPE OF WORK

To establish a pool of vendors for job order road resurfacing and related services projects. Pool vendors shall be notified of projects via the County's RFQ system as described in Section 4. Contractors shall be required to possess and maintain a valid Class A or B General Contractor's License and shall demonstrate comprehensive knowledge of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, the Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 edition, or the most current edition as amended.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.

2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.

2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.

2.4. Provide a neat and clean in appearance dress code (as applicable) for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots and all associated PPE such as appropriate class safety vest, safety glasses, etc.

2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.6. Provide proof of chemical applicators' licensure prior to any Chemical treatment utilizing herbicides for vegetation removal.

2.7. Maintain the project work site in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.

2.8. Perform work at a time that minimizes disturbance or interference to the flow of traffic.

2.9. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

3. COUNTY RESPONSIBILITIES

County will:

3.1. Reserve the right to award to one or more vendors.

3.2. Reserve the right to add or remove services in conjunction with the County's needs.

3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.4. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. When it is determined that a road resurfacing project is needed, the County will issue a Request for Quote (RFQ), utilizing the County's RFQ System.

4.2. The RFQ will define the scope of work, project limits, pre-bid meetings (if any), calendar days to complete the project, and submittal requirements.

4.3. The project limits will be marked with pink or white paint.

4.4. Contractor shall perform a site visit and inspect all sites prior to the question submission deadline specified within the RFQ.

4.4.1. Contractor shall document items, including but not limited to, additional milling, leveling, course and radius paving, discrepancies in quantities, or project limits, etc.

4.4.2. Contractor shall submit questions to the County via e-mail prior to the question submission deadline. Questions received after this time will not be answered.

4.4.3. An addendum will be issued for all questions received and posted to the RFQ.

4.5. Contractor shall submit a bid response prior to the bid closing date.

4.6. The submitted bid response constitutes the Contractor's agreement to all quantities and associated costs specified in the RFQ.

4.7. Change orders shall be issued for items that have been added to or deducted from the original RFQ. Change orders may be subject to bituminous and fuel adjustments in accordance with the terms of this contract.

4.8. A price redetermination will not be considered for projects taking less than 90 production days, or any projects exceeding original project days plus any approved added weather days.

5. TECHNICAL REQUIREMENTS

All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition. Relevant FDOT reference sections are indicated under the corresponding items listed below.

5.1. Public Notification of Work

5.1.1. Reference FDOT Standard Specifications Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS

5.1.2. Contractor shall notify all residents within the project work area and project schedule and explain the expected level of inconvenience associated with the project.

5.1.3. Contractor shall provide public notification to all residences and parked vehicles on the roadway within the project limits seven (7) calendar days prior to the commencement of work.

5.1.4. Contractor shall obtain County approval prior to placement on residences and vehicles parked on neighborhood roads within the project limits.

5.1.5. Contractor shall install PCMS on all major roadways and industrial parks to display lane closure information including, but not limited to, anticipated lane closure, closure extent (i.e. "Next 3 Miles"), and daily hours of closures.

5.1.6. All costs associated with the PCMS shall be charged per unit/per day and include the installation, removal, mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.1.7. The Contractor shall make every effort to avoid blocking access to businesses for an extended period and provide the business with written notice, approved by the County, at least forty-eight (48) hours prior to access restriction.

5.1.8. Contractor shall minimize the impact to school related traffic during before and after school hours when project limits are within the vicinity of a school,

5.1.8.1. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County, an official from the affected school, and Contractor's Project Superintendent.

5.1.8.2. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official.

5.1.8.3. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

5.2. Shoulder Preparation

5.2.1. Vegetation shall be cut back six inches (6") from the edge of pavement, including any present on the pavement surface, and removed prior to the placement of new asphaltic concrete. Any areas where excessive material has been removed shall be promptly repaired by the Contractor.

5.2.2. Shoulder drop-off shall not exceed one (1) inch in depth, as measured from the top of the asphaltic concrete at the pavement edge.

5.2.3. If an excessive drop off is created, it shall be restored to no more than one (1) inch as described above.

5.2.4. If an area is to be left overnight with the excessive drop off, barricades marking the hazard shall be installed in accordance with FDOT specifications.

5.2.5. The cost for shoulder preparation (including mobilization, Maintenance of Traffic (MOT), equipment, labor, and all associated activities) shall be incorporated into the price for installing new asphaltic concrete.

5.3. Vegetation Removal

5.3.1. Vegetation in the cracks or joints shall be removed by using a propane torch or a chemical herbicide and subject to approval of the County. The vegetation shall be totally browned before the new asphaltic concrete is installed.

5.3.2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.

5.3.3. Chemical treatments shall be applied according to the manufacturer's specifications

to ensure public safety and a log of chemical treatments shall be kept with a copy supplied to the County'. The log shall contain information of the chemical product, manufacturer, application rate, application location, application date and time, safety data sheets (SDS), and weather conditions at the time of application.

5.3.4. The cost of removing vegetation by either propane torch or chemical herbicide treatment (including mobilization, MOT, herbicide, labor, etc.), and shall be incorporated into the price of the paving operation.

5.4. Road Base Repairs / Heavy Milling Repairs

5.4.1. Reference FDOT Standard Specifications Section 334 SUPERPAVE ASPHALTIC CONCRETE.

5.4.2. Full depth milling repairs shall be provided to areas of roadway with failed base.

5.4.2. County shall mark all areas for base repairs with white and pink paint.

5.4.3. Marked areas shall be milled to provide square or rectangular shaped repairs to a depth of six (6) inches and replaced with six (6) inches of Type SP 12.5 asphaltic concrete in three (3), two (2) inch lifts.

5.4.4. Jagged or misshaped repairs shall be rejected and repaired at no additional cost.

5.4.5. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

5.5. Milling of Existing Asphaltic Concrete Pavement

5.5.1. Reference FDOT Standard Specification Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.

5.5.2. The cold milling process to remove existing asphaltic concrete may be requested to improve ride quality, correct cross slope, lower the finished grade adjacent to existing curbs, or remove the existing pavement.

5.5.3. Areas shall be marked in pink or white paint, milled to the depth specified, and milled to the outside edge of the painted area.

5.5.4. Contractor shall notify the County of any traffic light advance warning loops that will be affected forty-eight (48) hours before the milling operation starts.

5.5.4.1. Contractor will not be held responsible for damage of loops affected by the milling operation.

5.5.5. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. Pre-wetting of the pavement may be required if it is determined there is too much dust being created.

5.5.6. Profile correction milling may be required on specific portions of roadways and will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth will be compensated at the appropriate unit cost for total depth.

5.5.7. Asphalt millings generated shall be hauled from the project location at no additional cost to the County, except for millings that the County directs the Contractor to haul to three designated area(s) not exceeding 25 miles from the project.

5.4.6.1. Site 1 – Maintenance Area 1, 2310 W. Griffin Rd., Leesburg, FL 34748

5.4.6.2. Site 2 – Maintenance Area 2, End of Allegiance Ct., Groveland, FL 34736

5.4.6.3. Site 3 – Maintenance Area 3, 19720 E. Fifth St., Umatilla, FL 32784

5.5.8. If the County elects the Contractor to haul asphalt millings to one of the three designated County sites, payment will be made only for the actual cubic yards hauled.

5.5.8.1. Truck loads should average 18 cubic yards each.

5.5.8.2. Load tickets will be issued at the project site and collected by the County at the designated dump site.

5.5.8.3. The unit cost for milling shall cover mobilization, Maintenance of Traffic (MOT), milling equipment, labor, and all related expenses.

5.5.9. County reserves the right to insert County dump trucks into the milling operation at any time and to retain ownership of the resulting millings. If the County exercises this option, it shall be done in a manner that does not impede the Contractor's production and at no additional cost to the County.

5.6. Prime and Tack Coats

5.6.1. Reference FDOT Standard Specification Section 300, PRIME AND TACK COATS.

5.6.2. A tack coat shall be installed prior to the installation of the new asphaltic concrete.

5.6.3. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.

5.6.4. The tack coat shall be applied only to areas scheduled to receive an asphalt layer the same day of operation and shall be protected from all traffic until the asphalt has been placed.

5.6.5. The unit cost for tack coat shall be included in the installation of new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.7. Asphaltic Concrete

5.7.1. Reference FDOT Standard Specification Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.7.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.

5.7.3. There shall be no standing water along the pavement where there is no standing water in the curb.

5.7.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.

5.7.5. The crown of the roadway shall be re- established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. No water shall be standing in the crown of the roadway.

5.7.6. Should there be low areas that may result in water standing on the new pavement, a

resolution shall be discussed with the County and resolved prior to starting work in the area.

5.7.7. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

5.7.8. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.8. Asphaltic Concrete – Friction Course

5.8.1. Reference FDOT Standard Specifications Section 337, ASPHALTIC CONCRETE FRICTION COURSES.

5.8.2. The County may require the use of:

5.8.2.1. Type FC-9.5 asphaltic concrete friction course.

5.8.2.2. Type FC-12.5 asphaltic concrete friction course.

5.8.2.3. Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course.

5.8.3. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.9. Asphaltic Concrete – Superpave

5.9.1. Reference FDOT Standard Specification Section 334 SUPERPAVE ASPHALT CONCRETE.

5.9.2. The County may require the use of:

5.9.2.1. Type SP-9.5 asphaltic concrete

5.9.2.1. Type SP-12.5 asphaltic concrete.

5.9.3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.10. Leveling Course

5.10.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.10.2. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor.

5.10.3. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base, the leveling course shall be used

to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.

5.10.4. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. Contractor shall ensure that the placement is completed so that the final product provides a smooth driving surface.

5.10.5. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine.

5.10.6. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

5.11 Radius Paving

5.11.1. Contractor shall overlay designated roadway intersections that connects to any project road.

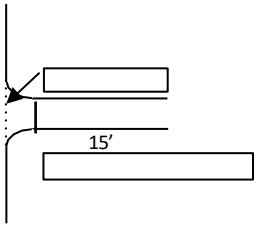
5.11.2. Paving will be to a distance of fifteen (15) feet, or as determined by the County, from the intersection (see diagram below).

5.11.3. The limits of the radius area shall be marked with white or pink paint. Not all intersections shall be paved. If there are not marks, it shall be assumed that the EOP be followed through the intersection or treated as a driveway for overlay applications.

5.11.4. Existing pavement markings within the radius area being paved shall be replaced to the specifications outlined.

5.11.5. The joint between the existing and new pavement shall provide a smooth transition.

5.11.6. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



5.12. Driveways

5.12.1. Driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.

5.12.2. Driveways shall be swept and tacked before paving.

5.12.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

5.13. Compaction

5.13.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.

5.13.2. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification.

5.13.3. Areas not in conformance with this specification will need to be removed and replaced at Contractor's expense.

5.14. Smooth Transition

5.14.1. The Contractor shall install a five (5) foot tapered keyway mill on all adjacent roads that are not being milled, in order to ensure a smooth transition between the new and existing pavement.

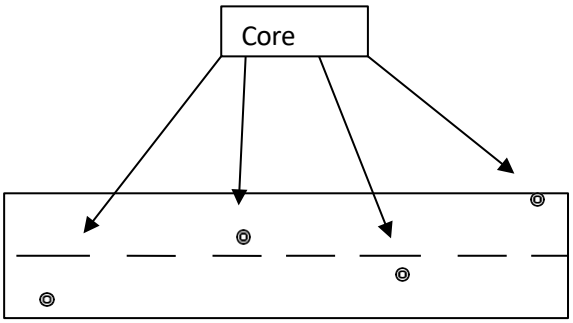
5.15. Quality Inspections

5.15.1. Core samples shall be taken by an independent laboratory approved by the County.

5.15.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.

5.15.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.

5.15.4. Core samples shall be taken in a random pattern as indicated on the diagram below.



5.15.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.

5.15.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

5.15.7. Holes that were created by taking the core samples shall be filled with a product approved by the County.

5.15.8 A determination of the average thickness of the asphaltic concrete shall be made from the samples by the testing laboratory and the results shall be sent from the laboratory directly to the County.

5.15.9 If the Contractor wishes to obtain additional core samples beyond those required by the County, such requests must be submitted in writing, and all associated costs shall be borne by the Contractor.

5.16. Deficiencies of Asphaltic Concrete Thickness and Ride Quality

5.16.1. The County will permit a deficiency in the thickness of the asphaltic concrete overlay not to exceed one-quarter (1/4) inch.

5.16.2. The Contractor shall utilize an asphalt transfer machine approved by the County for all roadway resurfacing involving milling, unless a written exception is granted by the County. The County shall not permit the commencement of work without the required transfer machine. In the event the transfer machine becomes inoperable during production, the County may, at its sole discretion, allow work to continue for the remainder of that production day.

5.16.3. When the deficiency in the thickness of the asphaltic concrete exceeds one-quarter (1/4) inch but does not exceed three-eighths (3/8) inch of the specified thickness, the County shall permit the Contractor to leave the asphaltic concrete in place without any compensation.

5.16.4. County shall determine the affected square yard area by multiplying the lane width by the length between the nearest acceptable core samples, and no payment shall be made for this area.

5.16.5. When the deficiency in thickness exceeds three-eighths (3/8) inch of the specified thickness, the Contractor shall correct the deficiency. In all cases where the installed asphaltic concrete is deficient beyond this limit, the Contractor shall restore the deficient area by applying new asphaltic concrete.

5.16.6. The minimum repair thickness must comply with the layer thickness standards specified under the asphaltic concrete section of these specifications.

5.16.7. The Contractor shall replace the full thickness as directed by the County, extending at least fifty (50) feet beyond each end of the deficient area.

5.16.8. County will mark the area to be corrected with white or pink paint, and the paving shall extend to the outer edge of this paint mark.

5.16.9. Any additional costs incurred to correct deficiencies shall be the sole responsibility of the Contractor. No additional charges shall be made to the County, even if the repair results in the final thickness of the asphaltic concrete overlay exceeding the originally specified thickness.

5.16.10. Asphalt smoothness shall be tested at the discretion County on any roadway which included milling.

5.16.11. Any portion of any roadway associated shall be required to be compliant with Section 330, SURFACE REQUIREMENTS for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16)

inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

5.17. Manholes / Valves

5.17.1. Reference FDOT Standard Specifications Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

5.17.2. Manholes and water valves shall be adjusted through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete.

5.17.3. Contractor shall perform utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

5.17.4. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.18. Traffic Stripes and Markings

5.18.1. Reference Standard Specifications FDOT Section 710, PAINTED PAVEMENT MARKINGS and Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

5.18.2. If the Contractor is unable to install the pavement markings as prescribed, appropriate traffic control measures shall be provided, such as but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.

5.18.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.18.3. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m^2.

5.18.4. The existing striping layout shall be recorded prior to the commencement of work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.18.5. Striping shall be maintained throughout the duration of the work and shall be in place at the end of each workday.

5.18.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.

5.18.7. If the Contractor fails to install the correct striping pattern, the Contractor shall remove the markings at their own expense using a method approved by the County.

5.18.8. If the road surface is damaged during the removal process, Contractor shall repair the road surface at Contractor's expense.

5.18.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.18.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.

5.18.11. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.18.12. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify retroreflectivity, width, thickness and color. County shall notify Contractor of any deficiencies.

5.18.13. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.18.14. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.19. Thermoplastic Traffic Stripes and Markings

5.19.1. Reference FDOT Standard Specification Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.

5.19.2. If the Contractor is unable to install the pavement markings as prescribed, the Contractor shall provide suitable traffic control measures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2025 Edition or the latest edition. These traffic control measures shall include, but are not limited to, warning signs, channelizing devices, and delineation to clearly indicate the required travel ways within temporary traffic control zones.

5.19.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.19.3. Thermoplastic Pavement Markings shall not be installed prior to fourteen (14) calendar days following paving.

5.19.4. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m^2.

5.19.5. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.

5.19.6. The existing striping layout shall be recorded prior to the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.19.7. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County.

5.19.8. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

5.19.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.19.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.19.11. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the same method, to test and certify retroreflectivity, width, thickness and color.

5.19.12. County shall notify the Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.19.13. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

5.19.13.1. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage.

5.19.13.2. The retroreflectivity shall meet the initial requirements of 711-4.3.

5.19.13.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

5.19.14 All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.20. Worksite Traffic Supervisor

5.20.1. Reference FDOT Standard Specifications Section 102, Maintenance of Traffic.

5.20.2. Contractor shall have a worksite traffic supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices.

5.20.3. The worksite traffic supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns.

5.20.4. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.

5.20.5. Failure of this person to comply with the provisions of Section 102, shall be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with a person that is properly trained.

5.20.6. Failure to maintain a designated worksite traffic supervisor shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

5.20.7. The cost associated with the worksite traffic supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

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1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

1.3.4. Professional Liability and Specialty Insurance (environmental, pollution) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT D **25-754**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65
$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

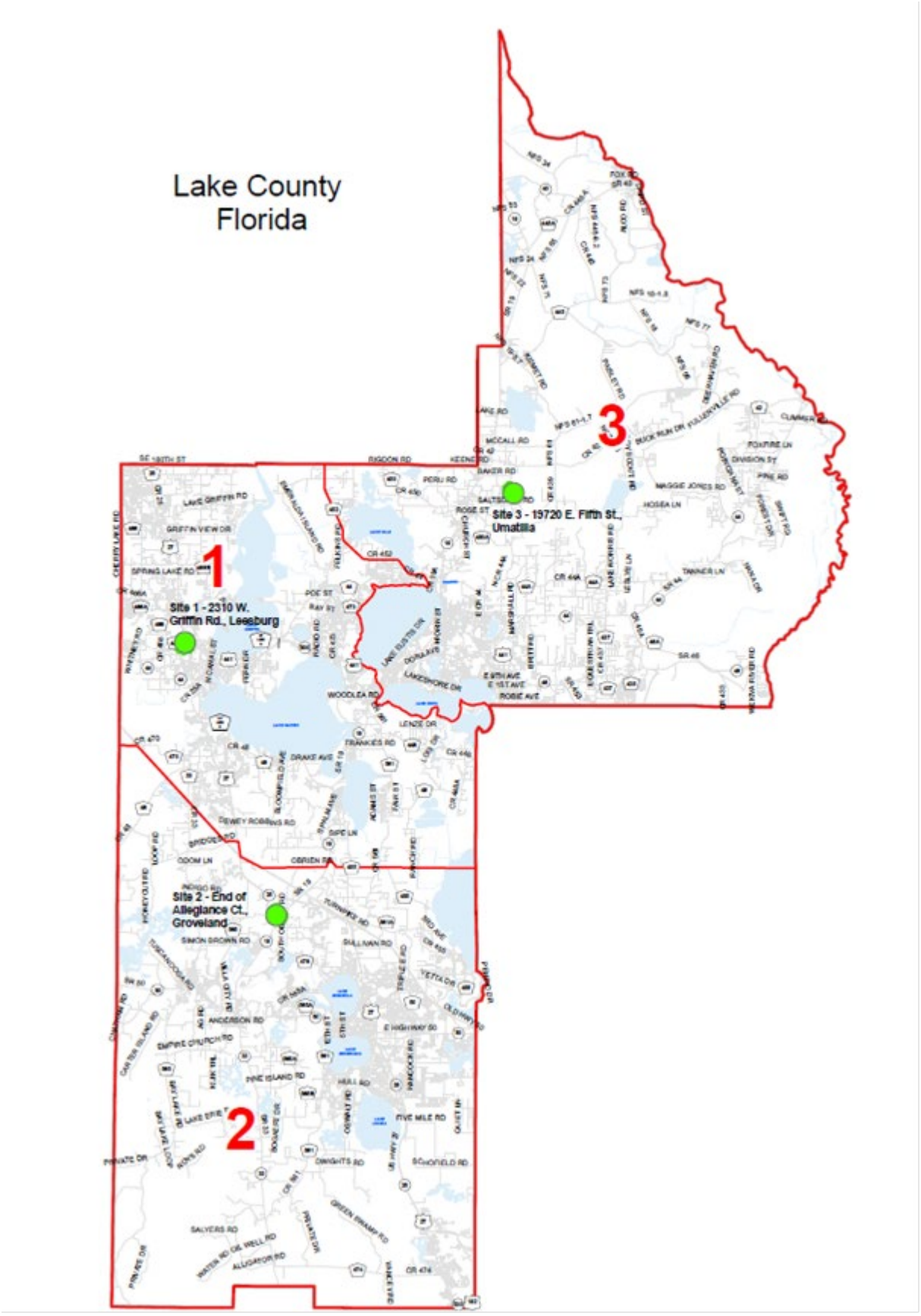
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)


Lake County
Florida
1
2
3
Site 1 - 2310 W. Griffin Rd., Leesburg
Site 2 - End of Allegiance Ct., Groveland
Site 3 - 19720 E. Fifth St., Umatilla

POOL CONTRACT NO. 25-754G
For
ROAD RESURFACING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **The Middlesex Corporation** (hereinafter "Contractor") to supply **Road Resurfacing and Related Services** to the County pursuant to County Bid number 25-754 with any included addenda (hereinafter "Bid"), with an opening date of 12/16/2025, and Contractor's Bid response dated 12/16/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Pricing Sheet
Attachment 3 – Affidavit Form
Addendum(a) 1
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit D – Public Works Road Operations Terms & Conditions
Exhibit E – FHWA-1273
Exhibit F – Performance/Payment Bonds
Exhibit G – intentionally excluded
Exhibit H – Asphalt Millings Site Map

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

The Contract initial term is from 7/1/2026 through 6/30/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

_____

By: Ronald A. Falanga
Procurement Services Director
Date:

The undersigned hereby declares that The Middlesex Corporation has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **ROAD RESURFACING AND RELATED SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subncontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NONE -

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable

and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A federally funded project expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: NYBULJ4UXM23

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: The Middlesex Corporation
Street Address: One Spectacle Pond Road
City: Littleton State and ZIP Code: MA, 01460
Mailing Address (if different): 10801 Cosmonaut Blvd, Orlando, FL 32824
Telephone: 407-206-0077
Purchase Order Email Address: jmeier@middlesexco.com
Federal Identification Number / TIN: 04-2534615

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Michael Iapaluccio*
Date: 12/16/2025
Print Name: Michael Iapaluccio
Title: Sr. Vice President, Paving
Primary E-mail Address: mikei@middlesexco.com
Secondary E-mail Address: paving@middlesexco.com
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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The Middlesex Corporation				
BID ITEMS	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Asphaltic Concrete Type				
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 75.00	$ 375,000.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000	$ 40.00	$ 40,000.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 19.00	$ 380,000.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 23.00	$ 115,000.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000	$ 16.50	$ 4,125,000.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 27.50	$ 137,500.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 25.00	$ 500,000.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 25.25	$ 126,250.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000	$ 21.00	$ 420,000.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000	$ 40.00	$ 200,000.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000	$ 28.00	$ 140,000.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 S	SY	5,000	$ 42.50	$ 212,500.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 S	SY	250,000	$ 20.25	$ 5,062,500.00
0.50" Leveling Course	SY	10,000	$ 20.00	$ 200,000.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000	$ 125.00	$ 250,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt:			**$ 36.53**	**$ 12,283,750.00**
Asphalt Milling				
1" Asphalt Milling	SY	25,000	$ 9.00	$ 225,000.00
1.5" Asphalt Milling	SY	250,000	$ 6.00	$ 1,500,000.00
0"- 2" Profile Correction Milling	SY	2,500	$ 12.00	$ 30,000.00
6" Asphalt Milling (Base Repair)	SY	2,000	$ 45.00	$ 90,000.00
Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:			**$ 18.00**	**$ 1,845,000.00**

Painted Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.25	$ 2,500.00
4" Yellow	LF	10,000	$ 0.25	$ 2,500.00
6" White	LF	45,000	$ 0.60	$ 27,000.00
6" Yellow	LF	45,000	$ 0.60	$ 27,000.00
8" White	LF	10,000	$ 1.00	$ 10,000.00
8" Yellow	LF	5,000	$ 1.00	$ 5,000.00
12" White	LF	10,000	$ 3.00	$ 30,000.00
18" White	LF	5,000	$ 4.00	$ 20,000.00
18" Yellow	LF	5,000	$ 4.00	$ 20,000.00
24" White	LF	500	$ 8.50	$ 4,250.00
Symbol - Single Arrow	EA	500	$ 65.00	$ 32,500.00
Symbol - Combination Arrow	EA	200	$ 100.00	$ 20,000.00
Message - School w/bars	EA	50	$ 125.00	$ 6,250.00
Message - Railroad w/bars	EA	50	$ 125.00	$ 6,250.00
Message - Only	EA	100	$ 125.00	$ 12,500.00
Message - Merge	EA	100	$ 75.00	$ 7,500.00
Message - Stop	EA	25	$ 150.00	$ 3,750.00
Message - Bicycle Symbol	EA	200	$ 30.00	$ 6,000.00
Message - Misc 4 to 6 letters	EA	200	$ 25.00	$ 5,000.00
24" white stop bar up to 12'	EA	500	$ 100.00	$ 50,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 150.00	$ 15,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 200.00	$ 20,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 7.50	$ 15,000.00

Misc				$	-
Misc				$	-
Misc				$	-
Painted Pavement Marking Averages / Estimated Total Cost:			**$ 56.55**	**$**	**348,000.00**

Thermoplastic Pavement Markings	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
4" White	LF	10,000	$ 0.70	$ 7,000.00
4" Yellow	LF	10,000	$ 0.70	$ 7,000.00
6" White	LF	45,000	$ 1.50	$ 67,500.00
6" Yellow	LF	45,000	$ 1.50	$ 67,500.00
8" White	LF	10,000	$ 1.50	$ 15,000.00
8" Yellow	LF	5,000	$ 1.50	$ 7,500.00
12" White	LF	10,000	$ 5.00	$ 50,000.00
18" White	LF	5,000	$ 5.00	$ 25,000.00
18" Yellow	LF	5,000	$ 5.00	$ 25,000.00
24" White	LF	500	$ 12.50	$ 6,250.00
Symbol - Single Arrow	EA	500	$ 125.00	$ 62,500.00
Symbol - Combination Arrow	EA	200	$ 150.00	$ 30,000.00
Message - School w/bars	EA	50	$ 500.00	$ 25,000.00
Message - Railroad w/bars	EA	50	$ 500.00	$ 25,000.00
Message - Only	EA	100	$ 250.00	$ 25,000.00
Message - Merge	EA	100	$ 250.00	$ 25,000.00
Message - Stop	EA	25	$ 350.00	$ 8,750.00
Message - Bicycle Symbol	EA	200	$ 400.00	$ 80,000.00
Message - Misc 4 to 6 letters	EA	200	$ 125.00	$ 25,000.00
24" white stop bar up to 12'	EA	500	$ 150.00	$ 75,000.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100	$ 300.00	$ 30,000.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100	$ 400.00	$ 40,000.00
Raised Pavement Markings (RPM's)	EA	2,000	$ 7.50	$ 15,000.00
Misc				$ -
Misc				$ -
Misc				$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			**$ 154.02**	**$**	**744,000.00**

Miscellaneous Items	**UNIT**	**ESTIMATED QUANTITY**	**UNIT COST**	**ESTIMATED TOTAL COST**
Portable Changeable Message Sign*	*	100	$ 50.00	$ 5,000.00
Asphalt Millings Hauled by Contractor**	CY	1000	$ 50.00	$ 50,000.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	$ 20,000.00	$ 20,000.00
Misc				$ -
			Misc. Total Cost:	**$ 75,000.00**

*Portable Changeable Message Sign - per sign, per day.

**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.

Above Quantities are estimates for bid purposes and are in no way a guarantee of work.

TOTAL BID AMOUNT: $ 15,295,750.00

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT. CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared **(Name of affiant)** Michael Iapaluccio, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)** Senior Vice President, Paving of **(Business Name)** The Middlesex Corporation which is authorized to conduct business in the State of Florida, hereinafter called the "Business."

2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.

3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.

4. *Compliance with Human Trafficking Laws*: I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 16th day of December, 2025.

BY: _____
Signature of Affiant

Michael Iapaluccio
Printed Name

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of December, 2025, by Micheal Iapaluccio, who is ☒ personally known to me or ☐ has produced identification (type): N/A.

_____
(*Notary Signature*)

(SEAL)

FLORIDA NOTARY ASSOCIATION · SINCE 1978 ·

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: ROAD RESURFACING AND RELATED SERVICES 12/04/25

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is a bid bond required? If so, what percentage?

A. No.

Q2. Will there be a Pre-Bid Meeting for this project?

A. Refer to the bid document, Section 4.0 Pre-Bid Conference

Q3. Will this contract be awarded to one contractor or multiple contractors?

A. Refer to Exhibit A – Scope of Work, first sentence.

Q4. In the Lake County General Terms and Conditions, Price Redeterminations, it states that the contractor shall present documented increases in costs 30 days prior to the anniversary date of the contract, but any price redetermination shall be based on the applicable ECI or PPI, not the actual, documented price increases presented by the contractor, is this correct?

A. Because each project will be quoted using the RFQ system, price redeterminations will not apply to this contract. However, if an awarded project exceeds 90 days, adjustments may be requested and would be calculated using FDOT Bituminous & Fuel adjustments.

Q5. In the bid, there are 2 FC-12.5 Friction Course items that are specified as PG76-22 while other Friction Course items, FC-5, FC-9.5 and FC-12.5, are not designated as PG76-22. If these are not polymer modified and are acceptable to have a non-polymer liquid, can the RAP content be increased to the Lake County acceptable maximum?

A. Yes.

Q6. Will the contractor be responsible for maintaining the stockpile at any of the 3 Lake County milling stockpile sites?

A. No. Refer Exhibit A – Scope of Work, Sections 5.5.7 through 5.5.9.

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: The Middlesex Corporation

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: *Michael Iapaluccio*

Date: 12/16/2025

Print Name: Michael Iapaluccio

Title: Sr. V.P. Paving

Primary E-mail Address: mikei@middlesexco.com

Secondary E-mail Address: esergeant@middlesexco.com

1. SCOPE OF WORK

To establish a pool of vendors for job order road resurfacing and related services projects. Pool vendors shall be notified of projects via the County's RFQ system as described in Section 4. Contractors shall be required to possess and maintain a valid Class A or B General Contractor's License and shall demonstrate comprehensive knowledge of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, the Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 edition, or the most current edition as amended.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.

2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.

2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.

2.4. Provide a neat and clean in appearance dress code (as applicable) for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots and all associated PPE such as appropriate class safety vest, safety glasses, etc.

2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

2.6. Provide proof of chemical applicators' licensure prior to any Chemical treatment utilizing herbicides for vegetation removal.

2.7. Maintain the project work site in an attractive, and uniformly clean manner which will reflect favorably upon the County and the Contractor.

2.8. Perform work at a time that minimizes disturbance or interference to the flow of traffic.

2.9. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

3. COUNTY RESPONSIBILITIES

County will:

3.1. Reserve the right to award to one or more vendors.

3.2. Reserve the right to add or remove services in conjunction with the County's needs.

3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.4. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. When it is determined that a road resurfacing project is needed, the County will issue a Request for Quote (RFQ), utilizing the County's RFQ System.

4.2. The RFQ will define the scope of work, project limits, pre-bid meetings (if any), calendar days to complete the project, and submittal requirements.

4.3. The project limits will be marked with pink or white paint.

4.4. Contractor shall perform a site visit and inspect all sites prior to the question submission deadline specified within the RFQ.

4.4.1. Contractor shall document items, including but not limited to, additional milling, leveling, course and radius paving, discrepancies in quantities, or project limits, etc.

4.4.2. Contractor shall submit questions to the County via e-mail prior to the question submission deadline. Questions received after this time will not be answered.

4.4.3. An addendum will be issued for all questions received and posted to the RFQ.

4.5. Contractor shall submit a bid response prior to the bid closing date.

4.6. The submitted bid response constitutes the Contractor's agreement to all quantities and associated costs specified in the RFQ.

4.7. Change orders shall be issued for items that have been added to or deducted from the original RFQ. Change orders may be subject to bituminous and fuel adjustments in accordance with the terms of this contract.

4.8. A price redetermination will not be considered for projects taking less than 90 production days, or any projects exceeding original project days plus any approved added weather days.

5. TECHNICAL REQUIREMENTS

All work and materials shall conform to the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Florida Department of Traffic Standard Specifications for Road and Bridge Construction, Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition. Relevant FDOT reference sections are indicated under the corresponding items listed below.

5.1. Public Notification of Work

5.1.1. Reference FDOT Standard Specifications Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS

5.1.2. Contractor shall notify all residents within the project work area and project schedule and explain the expected level of inconvenience associated with the project.

5.1.3. Contractor shall provide public notification to all residences and parked vehicles on the roadway within the project limits seven (7) calendar days prior to the commencement of work.

5.1.4. Contractor shall obtain County approval prior to placement on residences and vehicles parked on neighborhood roads within the project limits.

5.1.5. Contractor shall install PCMS on all major roadways and industrial parks to display lane closure information including, but not limited to, anticipated lane closure, closure extent (i.e. "Next 3 Miles"), and daily hours of closures.

5.1.6. All costs associated with the PCMS shall be charged per unit/per day and include the installation, removal, mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.1.7. The Contractor shall make every effort to avoid blocking access to businesses for an extended period and provide the business with written notice, approved by the County, at least forty-eight (48) hours prior to access restriction.

5.1.8. Contractor shall minimize the impact to school related traffic during before and after school hours when project limits are within the vicinity of a school,

5.1.8.1. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County, an official from the affected school, and Contractor's Project Superintendent.

5.1.8.2. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official.

5.1.8.3. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

5.2. Shoulder Preparation

5.2.1. Vegetation shall be cut back six inches (6") from the edge of pavement, including any present on the pavement surface, and removed prior to the placement of new asphaltic concrete. Any areas where excessive material has been removed shall be promptly repaired by the Contractor.

5.2.2. Shoulder drop-off shall not exceed one (1) inch in depth, as measured from the top of the asphaltic concrete at the pavement edge.

5.2.3. If an excessive drop off is created, it shall be restored to no more than one (1) inch as described above.

5.2.4. If an area is to be left overnight with the excessive drop off, barricades marking the hazard shall be installed in accordance with FDOT specifications.

5.2.5. The cost for shoulder preparation (including mobilization, Maintenance of Traffic (MOT), equipment, labor, and all associated activities) shall be incorporated into the price for installing new asphaltic concrete.

5.3. Vegetation Removal

5.3.1. Vegetation in the cracks or joints shall be removed by using a propane torch or a chemical herbicide and subject to approval of the County. The vegetation shall be totally browned before the new asphaltic concrete is installed.

5.3.2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.

5.3.3. Chemical treatments shall be applied according to the manufacturer's specifications

to ensure public safety and a log of chemical treatments shall be kept with a copy supplied to the County'. The log shall contain information of the chemical product, manufacturer, application rate, application location, application date and time, safety data sheets (SDS), and weather conditions at the time of application.

5.3.4. The cost of removing vegetation by either propane torch or chemical herbicide treatment (including mobilization, MOT, herbicide, labor, etc.), and shall be incorporated into the price of the paving operation.

5.4. Road Base Repairs / Heavy Milling Repairs

5.4.1. Reference FDOT Standard Specifications Section 334 SUPERPAVE ASPHALTIC CONCRETE.

5.4.2. Full depth milling repairs shall be provided to areas of roadway with failed base.

5.4.2. County shall mark all areas for base repairs with white and pink paint.

5.4.3. Marked areas shall be milled to provide square or rectangular shaped repairs to a depth of six (6) inches and replaced with six (6) inches of Type SP 12.5 asphaltic concrete in three (3), two (2) inch lifts.

5.4.4. Jagged or misshaped repairs shall be rejected and repaired at no additional cost.

5.4.5. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

5.5. Milling of Existing Asphaltic Concrete Pavement

5.5.1. Reference FDOT Standard Specification Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.

5.5.2. The cold milling process to remove existing asphaltic concrete may be requested to improve ride quality, correct cross slope, lower the finished grade adjacent to existing curbs, or remove the existing pavement.

5.5.3. Areas shall be marked in pink or white paint, milled to the depth specified, and milled to the outside edge of the painted area.

5.5.4. Contractor shall notify the County of any traffic light advance warning loops that will be affected forty-eight (48) hours before the milling operation starts.

5.5.4.1. Contractor will not be held responsible for damage of loops affected by the milling operation.

5.5.5. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. Pre-wetting of the pavement may be required if it is determined there is too much dust being created.

5.5.6. Profile correction milling may be required on specific portions of roadways and will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth will be compensated at the appropriate unit cost for total depth.

5.5.7. Asphalt millings generated shall be hauled from the project location at no additional cost to the County, except for millings that the County directs the Contractor to haul to three designated area(s) not exceeding 25 miles from the project.

5.4.6.1. Site 1 – Maintenance Area 1, 2310 W. Griffin Rd., Leesburg, FL 34748

5.4.6.2. Site 2 – Maintenance Area 2, End of Allegiance Ct., Groveland, FL 34736

5.4.6.3. Site 3 – Maintenance Area 3, 19720 E. Fifth St., Umatilla, FL 32784

5.5.8. If the County elects the Contractor to haul asphalt millings to one of the three designated County sites, payment will be made only for the actual cubic yards hauled.

5.5.8.1. Truck loads should average 18 cubic yards each.

5.5.8.2. Load tickets will be issued at the project site and collected by the County at the designated dump site.

5.5.8.3. The unit cost for milling shall cover mobilization, Maintenance of Traffic (MOT), milling equipment, labor, and all related expenses.

5.5.9. County reserves the right to insert County dump trucks into the milling operation at any time and to retain ownership of the resulting millings. If the County exercises this option, it shall be done in a manner that does not impede the Contractor's production and at no additional cost to the County.

5.6. Prime and Tack Coats

5.6.1. Reference FDOT Standard Specification Section 300, PRIME AND TACK COATS.

5.6.2. A tack coat shall be installed prior to the installation of the new asphaltic concrete.

5.6.3. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.

5.6.4. The tack coat shall be applied only to areas scheduled to receive an asphalt layer the same day of operation and shall be protected from all traffic until the asphalt has been placed.

5.6.5. The unit cost for tack coat shall be included in the installation of new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.7. Asphaltic Concrete

5.7.1. Reference FDOT Standard Specification Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.7.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.

5.7.3. There shall be no standing water along the pavement where there is no standing water in the curb.

5.7.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.

5.7.5. The crown of the roadway shall be re- established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. No water shall be standing in the crown of the roadway.

5.7.6. Should there be low areas that may result in water standing on the new pavement, a

resolution shall be discussed with the County and resolved prior to starting work in the area.

5.7.7. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.

5.7.8. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.8. Asphaltic Concrete – Friction Course

5.8.1. Reference FDOT Standard Specifications Section 337, ASPHALTIC CONCRETE FRICTION COURSES.

5.8.2. The County may require the use of:

5.8.2.1. Type FC-9.5 asphaltic concrete friction course.

5.8.2.2. Type FC-12.5 asphaltic concrete friction course.

5.8.2.3. Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course.

5.8.3. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.9. Asphaltic Concrete – Superpave

5.9.1. Reference FDOT Standard Specification Section 334 SUPERPAVE ASPHALT CONCRETE.

5.9.2. The County may require the use of:

5.9.2.1. Type SP-9.5 asphaltic concrete

5.9.2.1. Type SP-12.5 asphaltic concrete.

5.9.3. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

5.10. Leveling Course

5.10.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.

5.10.2. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor.

5.10.3. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base, the leveling course shall be used

to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.

5.10.4. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. Contractor shall ensure that the placement is completed so that the final product provides a smooth driving surface.

5.10.5. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine.

5.10.6. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

5.11 Radius Paving

5.11.1. Contractor shall overlay designated roadway intersections that connects to any project road.

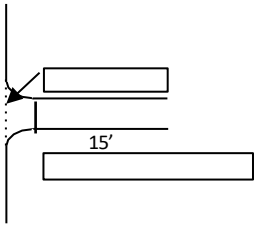
5.11.2. Paving will be to a distance of fifteen (15) feet, or as determined by the County, from the intersection (see diagram below).

5.11.3. The limits of the radius area shall be marked with white or pink paint. Not all intersections shall be paved. If there are not marks, it shall be assumed that the EOP be followed through the intersection or treated as a driveway for overlay applications.

5.11.4. Existing pavement markings within the radius area being paved shall be replaced to the specifications outlined.

5.11.5. The joint between the existing and new pavement shall provide a smooth transition.

5.11.6. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



5.12. Driveways

5.12.1. Driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.

5.12.2. Driveways shall be swept and tacked before paving.

5.12.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

5.13. Compaction

5.13.1. Reference FDOT Standard Specification Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.

5.13.2. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification.

5.13.3. Areas not in conformance with this specification will need to be removed and replaced at Contractor's expense.

5.14. Smooth Transition

5.14.1. The Contractor shall install a five (5) foot tapered keyway mill on all adjacent roads that are not being milled, in order to ensure a smooth transition between the new and existing pavement.

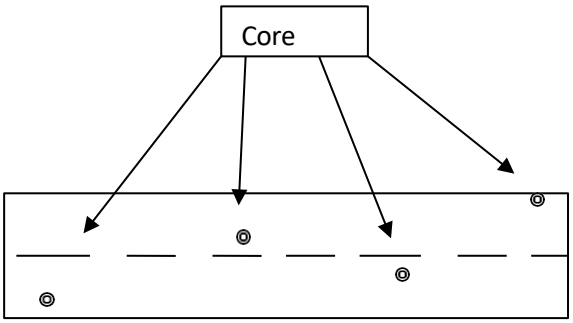
5.15. Quality Inspections

5.15.1. Core samples shall be taken by an independent laboratory approved by the County.

5.15.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.

5.15.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.

5.15.4. Core samples shall be taken in a random pattern as indicated on the diagram below.



5.15.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.

5.15.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

5.15.7. Holes that were created by taking the core samples shall be filled with a product approved by the County.

5.15.8 A determination of the average thickness of the asphaltic concrete shall be made from the samples by the testing laboratory and the results shall be sent from the laboratory directly to the County.

5.15.9 If the Contractor wishes to obtain additional core samples beyond those required by the County, such requests must be submitted in writing, and all associated costs shall be borne by the Contractor.

5.16. Deficiencies of Asphaltic Concrete Thickness and Ride Quality

5.16.1. The County will permit a deficiency in the thickness of the asphaltic concrete overlay not to exceed one-quarter (1/4) inch.

5.16.2. The Contractor shall utilize an asphalt transfer machine approved by the County for all roadway resurfacing involving milling, unless a written exception is granted by the County. The County shall not permit the commencement of work without the required transfer machine. In the event the transfer machine becomes inoperable during production, the County may, at its sole discretion, allow work to continue for the remainder of that production day.

5.16.3. When the deficiency in the thickness of the asphaltic concrete exceeds one-quarter (1/4) inch but does not exceed three-eighths (3/8) inch of the specified thickness, the County shall permit the Contractor to leave the asphaltic concrete in place without any compensation.

5.16.4. County shall determine the affected square yard area by multiplying the lane width by the length between the nearest acceptable core samples, and no payment shall be made for this area.

5.16.5. When the deficiency in thickness exceeds three-eighths (3/8) inch of the specified thickness, the Contractor shall correct the deficiency. In all cases where the installed asphaltic concrete is deficient beyond this limit, the Contractor shall restore the deficient area by applying new asphaltic concrete.

5.16.6. The minimum repair thickness must comply with the layer thickness standards specified under the asphaltic concrete section of these specifications.

5.16.7. The Contractor shall replace the full thickness as directed by the County, extending at least fifty (50) feet beyond each end of the deficient area.

5.16.8. County will mark the area to be corrected with white or pink paint, and the paving shall extend to the outer edge of this paint mark.

5.16.9. Any additional costs incurred to correct deficiencies shall be the sole responsibility of the Contractor. No additional charges shall be made to the County, even if the repair results in the final thickness of the asphaltic concrete overlay exceeding the originally specified thickness.

5.16.10. Asphalt smoothness shall be tested at the discretion County on any roadway which included milling.

5.16.11. Any portion of any roadway associated shall be required to be compliant with Section 330, SURFACE REQUIREMENTS for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16)

inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

5.17. Manholes / Valves

5.17.1. Reference FDOT Standard Specifications Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

5.17.2. Manholes and water valves shall be adjusted through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic concrete.

5.17.3. Contractor shall perform utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

5.17.4. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

5.18. Traffic Stripes and Markings

5.18.1. Reference Standard Specifications FDOT Section 710, PAINTED PAVEMENT MARKINGS and Manual on Uniform Traffic Control Devices (MUTCD), 2025 or the latest edition.

5.18.2. If the Contractor is unable to install the pavement markings as prescribed, appropriate traffic control measures shall be provided, such as but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.

5.18.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.18.3. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m^2.

5.18.4. The existing striping layout shall be recorded prior to the commencement of work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.18.5. Striping shall be maintained throughout the duration of the work and shall be in place at the end of each workday.

5.18.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.

5.18.7. If the Contractor fails to install the correct striping pattern, the Contractor shall remove the markings at their own expense using a method approved by the County.

5.18.8. If the road surface is damaged during the removal process, Contractor shall repair the road surface at Contractor's expense.

5.18.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.18.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.

5.18.11. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.18.12. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify retroreflectivity, width, thickness and color. County shall notify Contractor of any deficiencies.

5.18.13. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.18.14. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.19. Thermoplastic Traffic Stripes and Markings

5.19.1. Reference FDOT Standard Specification Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.

5.19.2. If the Contractor is unable to install the pavement markings as prescribed, the Contractor shall provide suitable traffic control measures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), 2025 Edition or the latest edition. These traffic control measures shall include, but are not limited to, warning signs, channelizing devices, and delineation to clearly indicate the required travel ways within temporary traffic control zones.

5.19.2.1. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County prior to implementation. Lake County shall accept only water borne non-lead type paint.

5.19.3. Thermoplastic Pavement Markings shall not be installed prior to fourteen (14) calendar days following paving.

5.19.4. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m^2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m^2.

5.19.5. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.

5.19.6. The existing striping layout shall be recorded prior to the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern.

5.19.7. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County.

5.19.8. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.

5.19.9. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator.

5.19.10. Contractor shall self-inspect all road markings using the August 7, 2023, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-543 (or latest edition), to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County.

5.19.11. County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the same method, to test and certify retroreflectivity, width, thickness and color.

5.19.12. County shall notify the Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.

5.19.13. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work.

5.19.13.1. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage.

5.19.13.2. The retroreflectivity shall meet the initial requirements of 711-4.3.

5.19.13.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

5.19.14 All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

5.20. Worksite Traffic Supervisor

5.20.1. Reference FDOT Standard Specifications Section 102, Maintenance of Traffic.

5.20.2. Contractor shall have a worksite traffic supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices.

5.20.3. The worksite traffic supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns.

5.20.4. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.

5.20.5. Failure of this person to comply with the provisions of Section 102, shall be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with a person that is properly trained.

5.20.6. Failure to maintain a designated worksite traffic supervisor shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.

5.20.7. The cost associated with the worksite traffic supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

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1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

1.3.4. Professional Liability and Specialty Insurance (environmental, pollution) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

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DEFINITIONS

Contract: The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

Solicitation: The written document requesting bids, quotes, or proposals from the marketplace.

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
   1. Disclosure of Employment.
   2. Disclosure of Ownership.
   3. Drug-Free Workplace.
   4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

GRANT FUNDING

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

E-VERIFY

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT D **25-754**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
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21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

The contractor shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the contractor shall immediately notify the Project Manager in writing of such errors or omissions. In the event the contractor knows or should have known of any error or omission and fails to provide such notification, the contractor shall be deemed to have waived any claim for increased time or compensation the contractor may have had, and the contractor shall be responsible for the results and the costs of rectifying any such error or omission.

3. EMERGENCIES

A. The contractor shall have a responsible person available at or reasonably near the County on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contractor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The contractor shall submit to the Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the contractor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

H. The contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the contractor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	**Daily Charge per Calendar Day**
$5,000 and under……	$25
Over $5,000 but less than $10,000……	$65
$10,000 or more but less than $20,000…… ……	$91
$20,000 or more but less than $30,000…… ……	$121
$30,000 or more but less than $40,000…… ……	$166
$40,000 or more but less than $50,000…… ……	$228
Over $50,000 but less than $250,000……	$313

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the contractor's proposal price. No separate line items for MOT will be included in the cost estimate. If the contractor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

F. The use of public roads and streets by the contractor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the contractor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the contractor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results. The contractor's failure to report will constitute an acceptance of the other work as fit and property for integration with the contractor's work.

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#1 Witness as to Surety

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#1 Witness as Attorney In Fact

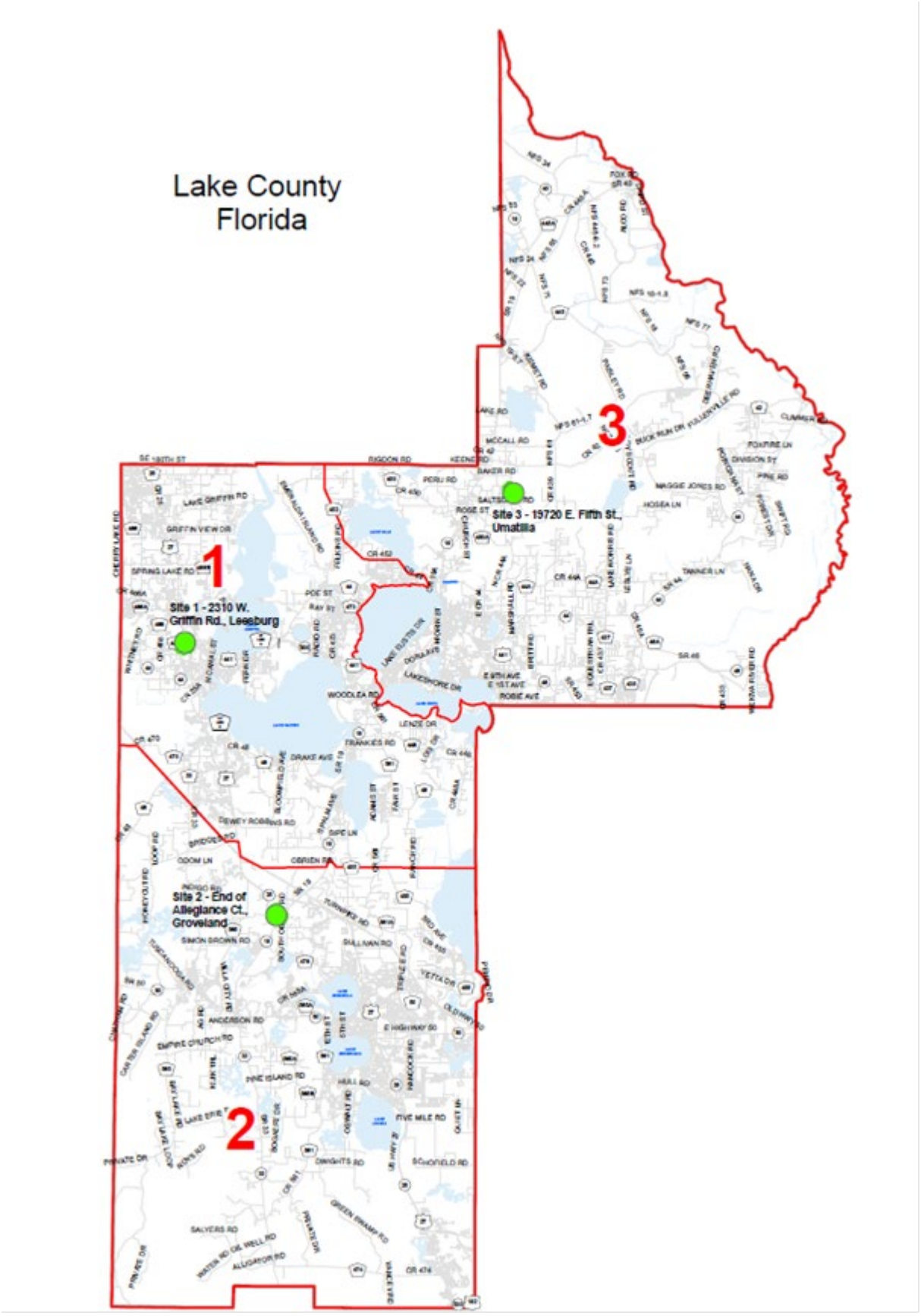
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)


Lake County
Florida
1
2
3
Site 1 - 2310 W. Griffin Rd., Leesburg
Site 2 - End of Allegiance Ct., Groveland
Site 3 - 19720 E. Fifth St., Umatilla

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/25/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42836
BY: Mercedes Ibarra-Sejba, Right-of-Way Agent II
SUBJECT: Approval to Proceed to Close on Deeded Right-of-Way Dedication for Treasure Trove

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. To proceed to closing on a deeded right-of-way dedication for Treasure Trove (DR-26005), which is in the City of Leesburg; and
2. To authorize the Chairman to execute any required closing documents.

The estimated fiscal impact is $800 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

BACKGROUND SUMMARY: Treasure Trove is a planned unit development (PUD) located in the City of Leesburg and occupies Parcel IDs 01-19-25-0500-005-00100, 01-19-25-0500-005-00101, 10-19-25-0002-000-00900. This development covers 55.45 acres with 36.557 acres of developable land. This project proposes 110 residential lots with three different lot sizes: 5,500 square feet, 6,000 square feet, and 7,200 square feet. Treasure Trove will also include in their plans a gated emergency access off East Treasure Island Avenue.

Said site fronts on County Road 44, also known as CR-44 (#5227) and East Treasure Island Avenue (#5729). HG Troon Creek, LLC proposes improvements along CR-44 and East Treasure Island Avenue which will require dedication for additional right of way to the County. This dedication will be by donation and will include deeded ROW from the Grantor.

The encumbrances affecting the dedication are as follows:

- Florida Power Corporation recorded in O.R Book 9, Page 630
- Florida Power Corporation recorded in O.R. Book 521, Page 62
- Florida Power Corporation recorded in O.R. Book 941, Page 918
- Ordinance No. 23-03 recorded in O.R Book 6152, Page 1923
- Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the
  State of Florida, recorded in Deed Book 263, Page 109 (no state road existed on

land at time of said reservation. Deed includes reservations for petroleum, petroleum products, and other mineral rights)

The total cost to the County for this dedication will be for title settlement fees, title searches, title insurance and recording fees to facilitate dedication. The amount is approximately $800 and will be confirmed at closing.

CR-44 (#5227) is a major collector road requiring 100 feet of total ROW width. This ROW dedication will satisfy the minimum width requirement from the centerline. East Treasure Island Avenue (#5729) is a local road requiring 66 feet of total ROW width. This ROW dedication will also satisfy the minimum width requirement from the centerline. The Grantor will also be dedicating ROW for future intersection improvements.

The staff recommends approval to proceed with closing on the dedication. If approved by the Board of County Commissioners (Board) to proceed, ROW staff will bring back the recorded dedications after closing to the Board for final acceptance.

Fiscal Impact: $800 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Transportation Trust	1120	5055100	830490		$400.00
County Transportation Trust	1120	5055100	830310		$400.00

Advertised Date: Paper:

Attachments:

1.	Treasure Trove Consent Item 2nd draft Civic Clerk
2.	Treasure Trove Combined Maps

STAFF APPROVALS AND DATES:

Mercedes Ibarra-Sejba	Created/Initiated - 03/25/2026
Eric White	Approved - 03/26/2026
Michelle Wilkinson	Approved - 03/26/2026
David Hill	Approved - 03/27/2026
Kerri Andrews	Approved - 03/30/2026
Jeffrey Earhart	Approved - 03/30/2026
Grace Burgos	Approved - 04/03/2026
Roberto Bonilla	Approved - 04/03/2026
Ron Falanga	Approved - 04/03/2026
Kandace Pourbaix	Approved - 04/03/2026
Miranda Lanoue	Approved - 04/06/2026
Jaime Stewart	Approved - 04/06/2026
Rachel Bartolowits	Approved - 04/08/2026
Melanie Marsh	Approved - 04/10/2026

Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

MEMORANDUM

Lake County Board of County Commissioners •Public Works Dept., Engineering Division, Right-of-Way Section
350 N. Sinclair Ave., Tavares, FL 32778 • www.lakecountyfl.gov

To: Jennifer Barker, County Manager
Melanie Marsh, County Attorney

From: Mercedes Ibarra-Sejba, Right of Way Agent II

Date: March 25, 2026

Subject: Approval to Proceed to Close on Deeded Right-of-Way Dedication from Treasure Trove

Project: Treasure Trove, DR-26005

Grantor: HG Troon Creek, LLC, a Florida limited liability company

Treasure Trove is a planned unit development (PUD) located in City of Leesburg and occupies Parcel IDs 01-19-25-0500-005-00100, 01-19-25-0500-005-00101, 10-19-25-0002-000-00900. This development covers 55.45 acres with 36.557 acres of developable land. This project proposes 110 residential lots with 3 different lot sizes: 5,500 square feet, 6,000 square feet, and 7,200 square feet. Treasure Trove will also include in their plans a gated emergency access off E Treasure Island Avenue.
Said site fronts on County Road 44, also known as CR-44 (#5227) and East Treasure Island Avenue (#5729), Lake County (County) maintained roads. HG Troon Creek, LLC (Grantor) proposes improvements along CR-44 and East Treasure Island Avenue which will require dedication for additional right of way (ROW) to the County. This dedication will be by donation and will include deeded right of way from the grantor.

The encumbrances affecting the dedication are as follows

- Florida Power Corporation recorded in O.R Book 9, Page 630
- Florida Power Corporation recorded in O.R. Book 521, Page 62
- Florida Power Corporation recorded in O.R. Book 941, Page 918

The total cost to the County for this dedication will be for title settlement fees, title searches, title insurance and recording fees to facilitate dedication. The amount is approximately $800 and will be confirmed at closing.

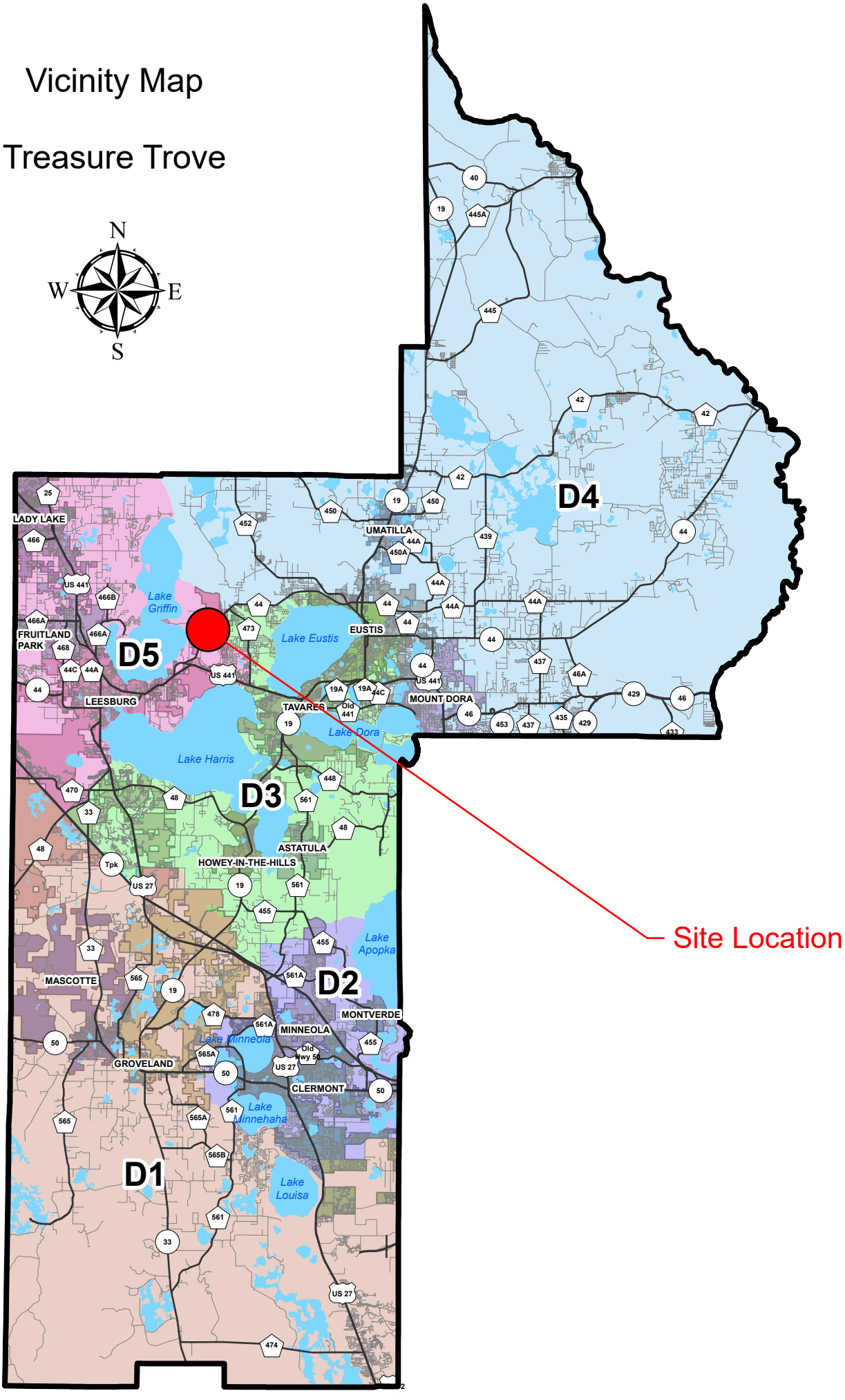
CR-44 (#5227) is a major collector road requiring 100 feet of total ROW width. This ROW dedication will satisfy the minimum width requirement from the centerline. East Treasure Island Avenue (#5729) is a local road requirement 66 feet of total ROW width. This ROW dedication will also satisfy the minimum width requirement from the centerline. The Grantor will also be dedicating right of way for future intersection improvements.

The staff recommends approval to proceed with closing on the dedication. If approved by the Board of County Commissioners (Board) to proceed, ROW staff will bring back the recorded dedications after closing to the Board for final acceptance.

Anthony Sabatini District 1 | Sean M. Parks, AICP, QEP District 2 | Kirby Smith District 3 | Leslie Campione District 4 | Timothy Morris District 5

Vicinity Map

Treasure Trove



Statutory Warranty Deed
Development Review
HG Troon Creek, LLC
City of Leesburg
Planned Unit Development

AK: 1494001
AK: 1779383
AK: 1798892

LEESBURG

Commissioner District # 5
Commissioner District # 3

SECTION	TOWNSHIP	RANGE
10	19	25

Prepared by: EJW Date: 03/24/2026

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Treasure Trove
Deed Map Small Scale

(2022 Aerial)

STERR GEORGE R & AK: 1586291

S04 T19 R25

EVANS JEFFERY & GLORIA AK: 1177081

MILLIKIN HURL ET AL AK: 1388511

WAKEFIELD SUE LITTLETON AK: 1388643

WAKEFIELD SUE L AK: 1177197

WAKEFIELD SUE L AK: 1177031

COILE DELORES F LIFE ESTATE AK: 1388473

S03 T19 R25

EAST TREASURE ISLAND AVE

RICHARSON TRAMELL AND WILLIAM JOHNSON AK: 1388627

BLUE MELVIN AK: 1388619

SMITH MARTINA AK: 1177162

FLOYD & BAXTER PROPERTY AK: 1779316

ORB 931 PG 719

LIBERTY PRESERVE HOA INC AK: 3931820

ORB 931 PG 719

MAQ GROUP AK: 2666609

HG TROON CREEK LLC AK: 1494001

TR OS3

LIBERTY PRESERVE PHASE TWO PB 77 PG 81

ROBLES IMER & KIRBY AK: 3279832

MOODY WAY

EDWARD CT

Statutory Warranty Deed
Development Review
HG Troon Creek, LLC
City of Leesburg
Planned Unit Development

SILVER LAKE ESTATES PB 10 PG 66

005

HG TROON CREEK LLC AK: 1798892

JAMES LAURETTA AK: 3335384

LEESBURG

Commissioner District # 5

HG TROON CREEK LLC AK: 1779383

DUKE ENERGY CENTER AK: 3239814

S09 T19 R25

S10 T19 R25

GR 44

DAVEY LORINE L AK: 1389020

SILVER LAKE ESTATES PB 10 PG 66

005

TAN LINDA A TRUSTEE AK: 3246721

MAYO JAMES D JR & DACEY M AK: 3778128

DRAKE CIR

BONNY WAY

TAN LINDA A TRUSTEE AK: 1273374

MATTHEW HENRY A ET AL AK: 1177499

WILLIAMS ANITA B ET AL AK: 1273382

011

GOODMAN TRACY L AK: 1177618

MAQ GROUP AK: 2607009

SINGLETARY MONNIE B LIFE ESTATE AK: 2606991

FERGUSON BETTY LIFE ESTATE AK: 1177642

WILSON RUBY AK: 1177651

FERGUSON BETTY A LIFE ESTATE AK: 1389097

ROBINSON JACQULEE LIFE ESTATE AK: 1389178

BURNETTE LATOYA AK: 1389232

CEMETERY AVE

TAN LINDA A TRUSTEE AK: 2599774

SECTION	TOWNSHIP	RANGE
10	19	25

Prepared by: EJW Date: 03/24/2026

N W E S

Scale: Not to Scale

Paper Size (to scale): 17 x 11

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION / RIGHT OF WAY SECTION

THIS DRAWING IS A GENERAL REPRESENTATION AND IN NO WAY DOES LAKE COUNTY CERTIFY ITS ACCURACY.

Treasure Trove Deed Map

(2022 Aerial)

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/02/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42888
BY: Sandy Beckett, Office Manager
SUBJECT: Wallick Road and Wekiva Trail Roadway Improvement Agreement with BDE Development, LLC

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of a Roadway Improvement Agreement with BDE Development, LLC, related to improvements and land acquisition associated with Wallick Road and the Wekiva Trail Segment 2; and
2. To proceed with the dedications and transfers upon receipt of clear title and authorizing the Chairman to execute all necessary closing documents.

The estimated fiscal impact is $2,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 4.

BACKGROUND SUMMARY: The Wekiva Trail Segment 2 Project, located between Hojin Street and SR 46, is currently in the right-of-way (ROW) acquisition phase. To facilitate construction of the trail, an approximate 28,472 sq. ft parcel of land is being donated by the developer, BDE Development, LLC. Furthermore, the developer is donating a 1.23 acre easement for stormwater purposes.

In exchange for the donation, Lake County (County) is providing ROW along the south side of the expansion area of the East Lake Sports and Community Complex to allow access to the developer’s parcel. The developer shall obtain at its cost any additional ROW and/or easements that are not under the control of the County that are needed in the County's discretion to complete the portions of the trail project and roadway extension across the developer's property.

Once the agreement is approved, the parties will proceed with the dedications/transfers and the developer will be required to provide clear title. The estimated cost to the County will be $2,000 to obtain title insurance for the transfers. ROW staff will bring back the recorded dedications after closing to the Board of County Commissioners for final acceptance.

Fiscal Impact: $2,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Federal/State Grants	1300	5056150	860673	50057	$2,000

Advertised Date: Paper:

Attachments:

1.	Vicinity Map wekiva trail Segment 2 BD&E
2.	Location Map BD&E Wekiva Trail
3.	Developers Agreement 3.20.26-signed

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 04/02/2026
Jeffrey Earhart	Approved - 04/02/2026
David Hill	Approved - 04/08/2026
Kerri Andrews	Approved - 04/08/2026
Michelle Wilkinson	Approved - 04/10/2026
Grace Burgos	Approved - 04/13/2026
Roberto Bonilla	Approved - 04/13/2026
Ron Falanga	Approved - 04/13/2026
Kandace Pourbaix	Approved - 04/13/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Rachel Bartolowits	Approved - 04/14/2026
Melanie Marsh	Approved - 04/21/2026
Jennifer Barker	Approved - 04/22/2026
Marisol Saldana	Final Approval - 04/22/2026

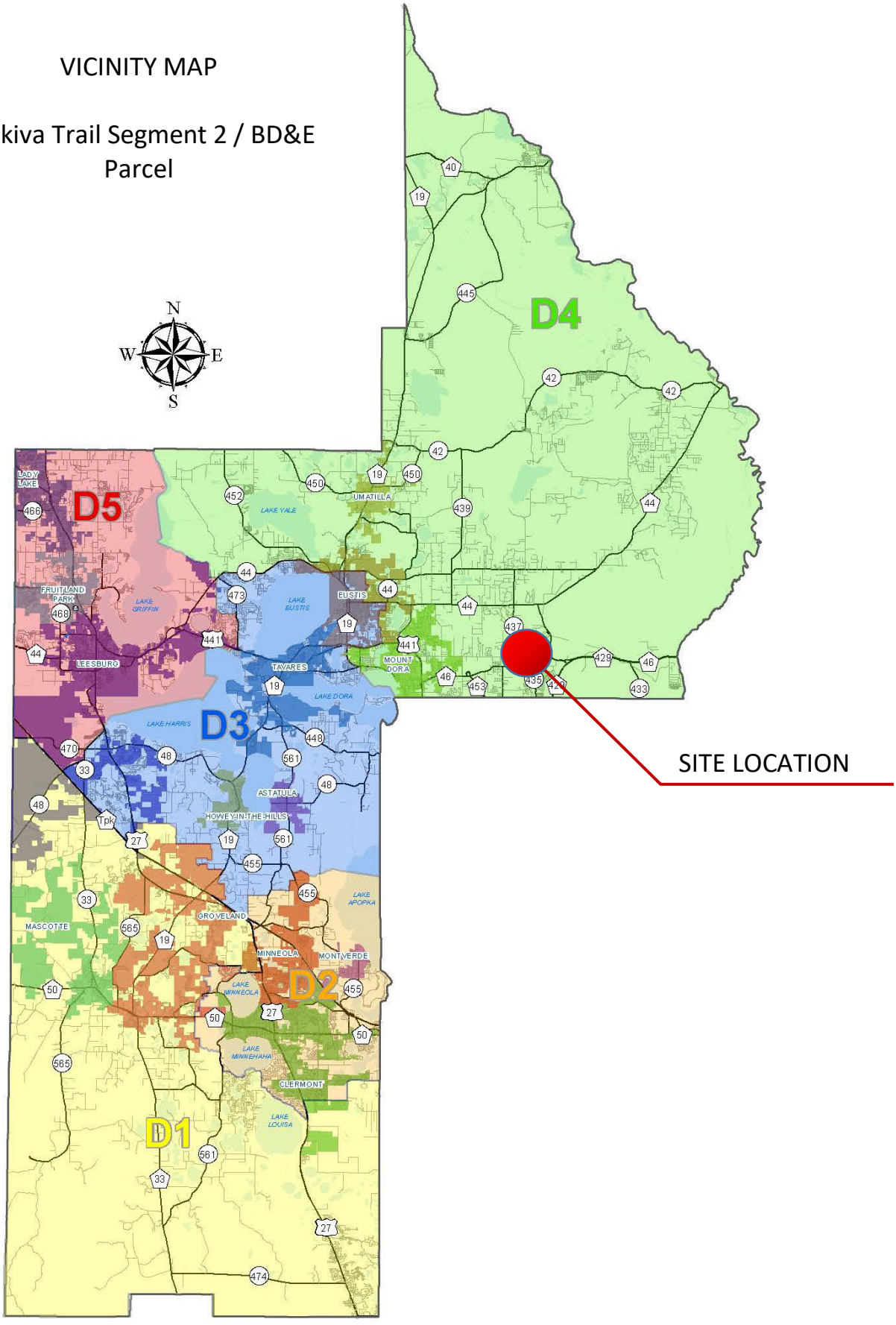
ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

VICINITY MAP

Wekiva Trail Segment 2 / BD&E Parcel



BD&E
Location Map

ROADWAY IMPROVEMENT AGREEMENT
FOR WALLICK ROAD AND WEKIVA TRAIL

THIS ROADWAY IMPROVEMENT AGREEMENT (the "Agreement") is by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, (the "County"), and **BDE DEVELOPMENT, LLC.,** a Florida limited liability company (the "Developer"); (together with the County, the "Parties").

WITNESSETH:

WHEREAS, Developer owns approximately forty-five (45) acres of real property in Lake County, Florida, in the Sorrento area, consisting of one parcel located on Camino Court (Alternate Key No. 3864471), said property being more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the Parties have identified a need to establish roadway and trail improvements in order to accommodate increased traffic demands anticipated as a result of population growth in Lake County, Florida; and

WHEREAS, Developer will arrange for the preparation of plans and specifications for certain improvements related to the easterly extension of Wallick Road, as more particularly depicted on **Exhibits B, C** and **D** attached hereto and incorporated herein (the "Road Network"); and

WHEREAS, Developer is willing to cause the conveyance to the County of certain portions of Developer's Property as public right-of-way and/or easements for the Wekiva Trail and is willing to design, permit, and construct roadway improvements associated with the Wallick Road extension as identified on **Exhibits B, C** and **D**, in consideration for the various obligations and promises made by the parties herein; and

WHEREAS, Developer is willing to obtain any additional right-of-way or easements not controlled by the County, if such additional right-of-way or easements are deemed necessary in the discretion of the County, to complete the construction projects contemplated herein; and

WHEREAS, County intends to cause the creation of public right-of-way and/or easements to allow Wallick Road to be extended east to access the Developer's Property as identified on **Exhibits B, C** and **D;** and

WHEREAS, entering into this Agreement is in the best interests of the parties and will benefit the public and residents of Lake County.

NOW, THEREFORE, the County and the Developer hereby agree as follows:

1. **Legal Findings of Fact**. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **Effective Date; Definitions**.

(a) This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto ("Effective Date").

(b) The term "Approval", when used in this Agreement with respect to the Initial Design and DE&P, shall mean written confirmation of acceptance by the County Public Works Department of the applicable plans without further comment.

(c) The term "Completion", when used in this Agreement, shall mean final acceptance of such improvements by the County.

(d) The term "DE&P", when used in this Agreement, shall mean the final design, engineering, and construction plans for a particular Segment or Segments (Final plans), and receipt of all required permits as determined by the Developer and the County for a particular Segment or Segments, including, but not limited to, receipt of the St. Johns River Water Management District ("SJRWMD") permit for the stormwater ponds designed for the ultimate Collector Road.

(e) The term "Initial Design", when used in this Agreement, shall mean the design, engineering and construction plans for a particular Segment or Segments at 60% completion (+/- 60% plans), including cross sections, plan view, including any transition grade details, plan profile, and identification of the necessary easements, sufficient to determine the utilities design, road drainage and grading design, and storm sewer and outfall locations, all as determined by the County for a particular Segment or Segments.

(f) The term "Qualified Bidder", when used in this Agreement, shall mean a contractor that is financially responsible, has experience constructing similar projects, and has an adequate bonding capacity for the value of the work.

(g) The term "ROW" shall mean Right of Way dedicated to the County.

3. **Road and Trail Network**.

(a) The Developer shall construct a new road extending east on Wallick Road from Hilldale Avenue to the southeast corner of the Lake County parcel identified with Alternative Key Number 1802709, as shown on **Exhibits B, C and D**, attached hereto. This extension of Wallick Road shall be constructed with two 12-ft wide lanes with Type 'F' curbing, associated stormwater system, and other necessary components. The roadway shall be constructed to County standards. The Developer shall pay for the construction of the new roadway and all associated elements to the County's standards. The Developer should provide internal sidewalk/trail connections to the primary trail network, when Developer constructs infrastructure as a part of Developer's eventual development of its property.

4. **Right of Way Dedication**.

(a) Developer, and its successors and assigns, will cause the dedication by statutory warranty deed, at no cost to the County, and in a form acceptable to the County, of a minimum of forty (40) feet in width of fee simple right-of-way owned or acquired by Developer, plus related easements for drainage, grading, and utility for the new trail system. The draft right of way and easement sketches and legal descriptions are presented in **Exhibit E**. The County and the Developer agree that this obligation for ROW dedication/donation will be assumed and assigned, in whole or in part, to any subsequent purchaser of all or a portion of Developer's Property. The right of way will be dedicated to the County, and in a form acceptable to the County. The conveyance of said right-of-way shall be free and clear of all liens and encumbrances. The County may elect to use a closing agent and obtain title insurance for the transfer(s).

(b) The Developer, and its successors and assigns, will cause the dedication, at no cost to the County, and in a form acceptable to the County, of a drainage easement to serve as a stormwater treatment/floodplain compensation pond as presented in draft form in **Exhibit E**. The County and the

Developer agree that this obligation for easement dedication will be assumed and assigned, in whole or in part, to any subsequent purchaser of all or a portion of Developer's Property. The easement will be dedicated to Lake County and/or the public, and will be maintained by Lake County until the stormwater pond becomes jointly used, at which point it will be maintained by the Developer or successors/assigns. The conveyance of said right-of-way shall be free and clear of all liens and encumbrances.

(c) The Developer, and its successors and assigns, shall ensure the deeded right-of-way and easements associated with the trail are free and clear of all liens and encumbrances unless acceptable in the sole discretion of the County. A right of access from Alternate Key Number 3844791 has previously been provided to the County to allow the trail to cross the easement recorded in OR Book 1891, Pages 1973-1978, and the utility easement in OR 3755 Book, Page 2475, can remain. Furthermore, the County has dedicated right-of-way via OR Book 6536, Page 2492 to allow future access to Alternate Key Number 3864471.

(d) The Developer, and its successors and assigns, will cause the dedication, at no cost to the County, and in a form acceptable to the County, of a Temporary Construction Easement ("TCE") over Developer's Property as presented in draft form in **Exhibit E**.

(e) The Developer, by virtue of this Agreement, hereby grants County a right of access to Developer's Property to aid in constructing the improvements.

(f) The County intends to create a right of way and/or easement to allow the extension of Wallick Road to the east, approaching the Developer's Property. The Developer shall obtain at its cost any additional right-of-way and/or easements that are not under the control of the County, that are needed in the County's discretion to complete the portions of the trail project and roadway extension across the Developer's Property. Developer acknowledges that construction of the roadway extension shall not occur unless and until the County has obtained all required right-of-way/waivers/releases etc. that are needed, in the sole discretion of the County. The approximate location is shown in **Exhibits B, C**, and **D**.

(g) The Parties agree that the Developer and its contractors have a right to enter upon the Developer's Property and/or the right-of-way and easements to be conveyed pursuant to this Agreement for the purpose of constructing the extension of Wallick Road and the trail. This right of entry for construction purposes shall terminate upon completion and approval by the County of the road and trail construction.

(h) The dedications from Developer to County outlined herein shall be executed by Developer no later than ninety (90) days from the Effective Date of this Agreement. Extensions to the time frame for dedication may be authorized by a signed writing from the County Manager, if requested timely by Developer for good cause shown.

5. **Plans and Construction**.

(a) Design of Road Network. The design and construction costs for the extension of Wallick Road shall be the sole responsibility of the Developer. The proposed roadway will extend east from the existing road. Developer, or its successors or assigns, will complete the Design for the two (2) lanes of the roadway and complete the DE&P for the project.

Developer shall be responsible for preparing and submitting to the County plans and specifications for the roadway network and any additional Road Network improvements that Developer elects to design and/or construct and the County approves of (the "Plans and Specifications") in accordance with all County requirements, including the Lake County Standard Format (Scope of Work & Lake County

Deliverable Expectation Matrix) and Lake County Code. The County shall review and approve the Plans and Specifications, 60% (Initial Design), 90%, 100%, and final documents and plans for bidding (DE&P). The County will advise Developer in writing of any changes to the Plans and Specifications within thirty (30) days of submission to the County by the Developer. Any resubmittals of the Plans and Specifications as a result of changes required by the County shall be reviewed and responded to by the Developer within twenty-one (21) days after such resubmittal to the County by Developer. Once approved by the Public Works Department, the final Plans and Specifications shall become a material part of this Agreement and shall be used by the Developer to obtain cost estimates and/or bids and for the purpose of obtaining all permits necessary for the construction of the roadway improvements.

(b) Trail Construction. Construction Plans for the trail shall be completed by the County. The Developer will provide a trail crosswalk (crosswalk to be between 10 and 14 feet in width) at a location mutually acceptable to the County and Developer to provide access from the north side of Wallick Road to the south side of Wallick Road.

(c) Roadway Construction. The roadway and trail may be constructed at different times.

(d) Final Plans and Specifications. Once the County approves the Plans and Specifications, they shall become a material part of this Agreement. The final Plans and Specifications shall be used by the Developer to obtain cost estimates and/or bids for the applicable segment of the Road and/or Trail Network and for the purpose of obtaining all permits necessary for the construction of such segment's improvements. It is understood that the Plans and Specifications and construction for the applicable segment of the Road and/or Trail Network may be modified through the mutual agreement of Developer and the County through the permitting processes.

6. **Stormwater Improvements**.

(a) Developer will be responsible for designing and constructing the stormwater retention and/or detention ponds ("Ponds"), and related conveyance system to accommodate the stormwater runoff from the roadway extension (collectively, "Stormwater Improvements"). The construction of the Stormwater Improvements shall conform in all material respects to the Plans and Specifications to be submitted to the County and thereafter made a material part of this Agreement.

(b) The County will design and construct the stormwater retention, detention or floodplain compensation ponds associated with the trail, and related conveyance system to accommodate the stormwater runoff from the trail system.

(c) If the stormwater is treated on the Developer's property, then the Developer shall cause to be granted to the County an Easement for drainage and retention of stormwater runoff related to the trail and/or roadway, in a form acceptable to the County and at no cost to the County. The Easement for drainage and retention of stormwater runoff shall be dedicated to the County by a metes and bounds legal description or by subdivision plat. In the event a Pond is designed or modified to be jointly used by Developer and County, the Pond will be adequately designed to drain and retain the drainage from the roadway/trail and be permitted with SJRWMD for this purpose. In the event a Pond is jointly used with the County, the Developer or Developer's successors and assigns shall be solely responsible for the expense of maintenance and repair of any Pond jointly used by Developer and County. The County will have no obligation to mow, excavate, shape, sod, landscape, or repair a jointly used Pond. The Developer will cause the dedication of new drainage easements to the County, in a form acceptable to the County, in the event that a Pond or drainage easement is relocated or modified as determined to be necessary by the County. The Developer or its assigns may assign these maintenance obligations to a homeowners' association,

management or property owners' association. The County retains the right to enter these ponds and easements as needed for emergency situations. Developer will cooperate to execute a recordable document in a form acceptable to County to reflect these property rights and maintenance obligations if the County requests.

(d) It is expressly understood and agreed by the Parties that Developer shall at all times have the right to relocate, expand and jointly use, including the design flexibility to commingle stormwater runoff with the development of the Developer's Property, at no cost to the County. In the event Developer desires to modify a Pond, such modifications may be made upon approval of the Lake County Public Works Department, so long as the pond continues to sufficiently accommodate the stormwater runoff from the applicable roadway segment and a new pond easement, and drainage easements are dedicated as required to serve the roadway/trail.

7. **Permits, Environmental Survey, and Mitigation**. Developer shall obtain an environmental survey and all required permits, at Developer's expense, for new roadway, which may include permits from the Florida Department of Transportation, SJRWMD, United States Army Corps of Engineers, Department of Environmental Protection, gopher tortoise permit, skink permit, or other environmental permits, if necessary, prior to being granted final approval by the County to construct such Segments, which final approval shall be evidenced by the County's issuance of the Notice to Proceed. Developer shall be responsible for performing, at Developer's expense, all environmental mitigation related to construction and final grading of the new roadway/trial system. The County shall provide available information that is already in the County's possession to the Developer to assist with this effort.

8. **Construction Bidding and Engineering**.

(a) Project Bid. Developer may use any legal bidding process, as the County is not contributing funds to the design or construction of the project. If in the future County funds are allocated for the project, the Developer shall use the competitive bidding process, in compliance with the County's requirements; to obtain at least three (3) responsive bids for the construction. Each bidder shall be a Responsible and Qualified Bidder. Developer shall submit to the County bid comparisons with all the submitted bids together with a recommendation. Upon receipt of all required documentation, the County shall have 21 days to dispute or approve Developer's recommendation. If the County does not notify Developer of a response to the recommendation within such 21-day period, then the recommendation shall be deemed approved, and Developer shall enter into a construction contract with the selected contractor. If the County disputes Developer's recommendation, County shall provide Developer with the basis for its objection. County and Developer shall have 30 days in which to resolve the dispute and select a contractor. If no solution can be reached in 30 days, the Project shall be rebid. Upon execution of a final construction contract ("Construction Contract") by Developer, a copy of the Construction Contract shall be provided to the Lake County Public Works Department.

(b) Pre-Construction. Prior to or upon commencement of construction and after written notice to proceed has been provided to Developer from the County, Developer shall hold a pre-construction conference with its engineer and contractor, Public Works Department, and involved utility companies. Developer will notify the County at least ten (10) days in advance of such meeting to allow the parties to attend.

(c) Right of Way, Ponds, Easements. All ROW and Easements, including joint use Ponds, required for construction of the trail network, shall be dedicated by donation to the County within ninety (90) days of the signing of this Agreement.

(d) Street Lighting and Power Distribution Lines. If street lighting is installed with prior County and City approval, Developer will be responsible for the operation, maintenance and utility charges for the street lighting installed. This responsibility may be assigned by the Developer to a property management company, community development district ("CDD") or a homeowner's association. Prior to construction, the street lighting plans must be approved by the County Department of Public Works, and evidence of a maintenance entity must be provided. The County shall not be responsible for maintenance of street lighting on the roadway. All Electric Power Distribution Lines and other utilities which serve and are adjacent to the Developer's PUD shall be installed underground at the Developer's cost. Developer will cooperate with executing a separate, recordable Maintenance Agreement reflecting maintenance obligations if the County requests.

(e) Landscaping and Irrigation. If landscaping is installed within the ROW with prior County approval, Developer will be responsible for the operation and maintenance of such landscaping. This includes, but is not limited to, mowing the grass, trimming shrubs, trimming trees, fertilization, pest management, and irrigation system maintenance. This responsibility may be assigned by the Developer to a property management company, community development district ("CDD") or a homeowner's association. Prior to construction, the landscaping plans must be approved by the Department of Public Works, and evidence of a maintenance entity must be provided. The County shall not be responsible for maintenance of landscaping on the roadway. Developer will cooperate with executing a separate, recordable Maintenance Agreement reflecting maintenance obligations if the County requests.

9. **Impact Fee Credits**. No impact fee credits are associated with this project.

10. **Cash Reimbursement.** No cash reimbursement is associated with this project.

11. **Self-Help Provision**. In the event the County desires to expedite the overall construction of the roadway and/or trail, the County shall be permitted, upon delivery of sixty (60) days prior written notice to the Developer, to assume the Developer's responsibilities, unless Developer commences to perform Developer's obligations within such sixty (60) day period. In the event of a material delay in the construction of roadway and/or trail, which delay shall be in excess of thirty (30) days, or Developer fails to perform its obligations under this Agreement, then prior to the exercise of the rights provided to the County in this Section, Developer shall be entitled to written notice and to ninety (90) days after the receipt of that written notice of material delay in which to commence and/or continue in good faith to perform Developer's obligations. If such default, breach or other problem is not corrected within such ninety (90) day period, then the County shall have the right but not the obligation, to utilize the payment and performance bond or letter of credit to complete the project. In such event, the County shall be entitled to ownership of the Plans and Specifications and all permits (including Environmental Permits) granted to Developer in connection with applicable Segment, and Developer shall use its best efforts to ensure the successful transfer of the same to the County In the event that the County exercises its rights contained in this section, Developer shall cause the dedication of all ROW and Easements, including for any joint use Ponds, within the Developer's Property necessary for the County to complete the construction such the roadway/trail.

12. **Term and Nature of Agreement**. The Developer shall take such actions as are necessary to complete the construction of roadway in accordance with this agreement. This Agreement shall terminate upon completion of the roadway network. If Developer has not commenced construction of the roadway within five years of the effective date of this Agreement, the Agreement will be null and void, except that any transfers of property, right of way, or easements that have been completed pursuant to this Agreement shall not be affected.

13. **Compliance with Laws and Regulation**. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

14. **Further Assurance**. The Parties anticipate that, related to the construction of the Road Network under this Agreement, Developer may be required to upgrade certain utilities located within the roadway corridor. County will use best efforts to cooperate with Developer or Developer's designee, to facilitate such utility improvements within the proposed right-of-way, which shall include but not be limited to providing any available as-built plans or surveys, providing MOT (maintenance of traffic) guidance, reviewing plans, as applicable, and coordinating the location of such utility improvements within the road right of way.

15. **Notices**. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer:
BDE Development, LLC
Attn: Kenneth Calhoun and Kevin Giguere
5739 Byron Anthony Place, Suite 2001
Sanford, Florida 32771

With copy to:
Jeff Milhausen
South Milhausen P.A.
1000 Legion Place, Suite 1200
Orlando, Florida 32801

County:
Lake County, Florida
Attn: County Manager
P.O. Box 7800
Tavares, Florida 32778

With copies to:
Lake County Department of Public Works
Attn: Public Works Director
P.O. Box 7800
Tavares, Florida 32778

Lake County, Florida
Attn: Melanie Marsh, County Attorney
P.O. Box 7800
Tavares, FL 32778

16. **Counterparts**. This Agreement may be executed in any number of counterparts each of which when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

17. **Entire Agreement**. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

18. **Time is of the Essence**. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

19. **Non-Waiver**. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the

part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

20. **Construction of Agreement**. This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

21. **Public Records**. Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

(a) Keep and maintain public records required by the County to perform the services identified herein.

(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 for 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 of the contract if the Developer does not transfer the records to the County.

(d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer 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.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT CR_ENGINEERING@LAKECOUNTYFL.GOV.

(e) Failure to comply with this subsection will be deemed a breach of the agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

(f) Unless otherwise provided, Developer shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If Developer receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Developer shall continue to maintain all service records until final resolution of the dispute or litigation.

22. **Records and Audits**. Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final payment under this Agreement for audit or inspection by the County upon five (5) business days prior written notice.

23. **Equal Opportunity Employment**. Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

24. **Breach**. In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

25. **Amendment**. This Agreement may only be amended by an instrument in writing executed by the Parties hereto or their successors in interest.

26. **Severability**. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

27. **Assignment**. This Agreement and all the rights, obligations and responsibilities hereunder, shall be assignable in whole or in part by Developer without prior approval of County. In the event Developer assigns all or a portion of this Agreement, the Developer will provide the County with written notice. It is understood and agreed by the Parties that upon a complete assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

28. **Disclaimer of Third-Party Beneficiaries**. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Developer or the County.

29. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. In the event of any legal action concerning this Agreement, venue shall be in a court of competent jurisdiction in and for Lake County, Florida, and each Party shall be responsible for its own attorneys' fees and costs.

30. **Land Use Approvals**. This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights.

31. **No Estoppel:** Approval of this Agreement cannot be relied upon to assert a claim of estoppel against the County if the property identified herein cannot be developed due to the inability to meet other requirements under the applicable Land Development Regulations. The Owner is solely responsible for performing any necessary due diligence to ensure the property will appropriately support future development.

32. **Indemnity**. Developer, its successors and assigns shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officers, commissioners, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorneys' fees) for personal injury, bodily injury, property damage or other liability of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission relating to roadway construction and improvements provided under this Agreement by the Developer, its agents or employees, or any contractor employed by the Developer, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only those acts or omissions arising out of the sole negligence of the County.

33. **Insurance**. The Developer shall maintain, or cause its agents and contractors to maintain, insurance and bonding as required by the County.

(a) The performance bond required for this construction can be provided by either the Developer or the contractor, but in any event should comply with County policy and use County's bond forms. Developer must provide, or caused to be provided, a Performance and Payment Bond or irrevocable letter of credit in an amount that represents one hundred ten percent (110%) of the estimated costs for construction of the road and trail and associated improvements for the extension of Wallick Road. The Performance and Payment Bond form supplied by the County and attached hereto as **Exhibit F** will be the only acceptable form for these bonds.

(b) Developer shall also warrant the work performed for a period of twenty-four (24) months from the date this Agreement terminates. Developer shall additionally provide, or cause to be provided, to the County a maintenance bond or an irrevocable letter of credit, acceptable to the County Attorney's Office, in the amount of ten percent (10%) of the total construction cost of the improvements for the maintenance period. If, during the maintenance period, the County notifies Developer of a defect in the roadway and Developer fails to correct the same within a reasonable period (taking into consideration the nature of the defect in question and any risk to the public), County may utilize the maintenance bond or irrevocable letter of credit to remedy such defect. The parties recognize that the terms of the bond or letter of credit will control.

34. **Exhibit List**. The following Exhibits are attached hereto and by this reference made a part hereof:

Exhibit A:	Parcel Location
Exhibit B:	Concept Plan for Wallick Road Extension and Wekiva Trail
Exhibit C:	Wekiva Trail Segment 2 Partial Plans
Exhibit D:	East Lake Sports and Community Complex Plans - Trail
Exhibit E:	Draft Deeds and Easements
Exhibit F:	County Bond Forms

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its/their duly authorized representatives.

DEVELOPER

BDE DEVELOPMENT, LLC, a Florida limited company

By: _____
Kenneth Calhoun, Manager

This 1st day of April, 2026.

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____day of _____, 2026.

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
Parcel Location

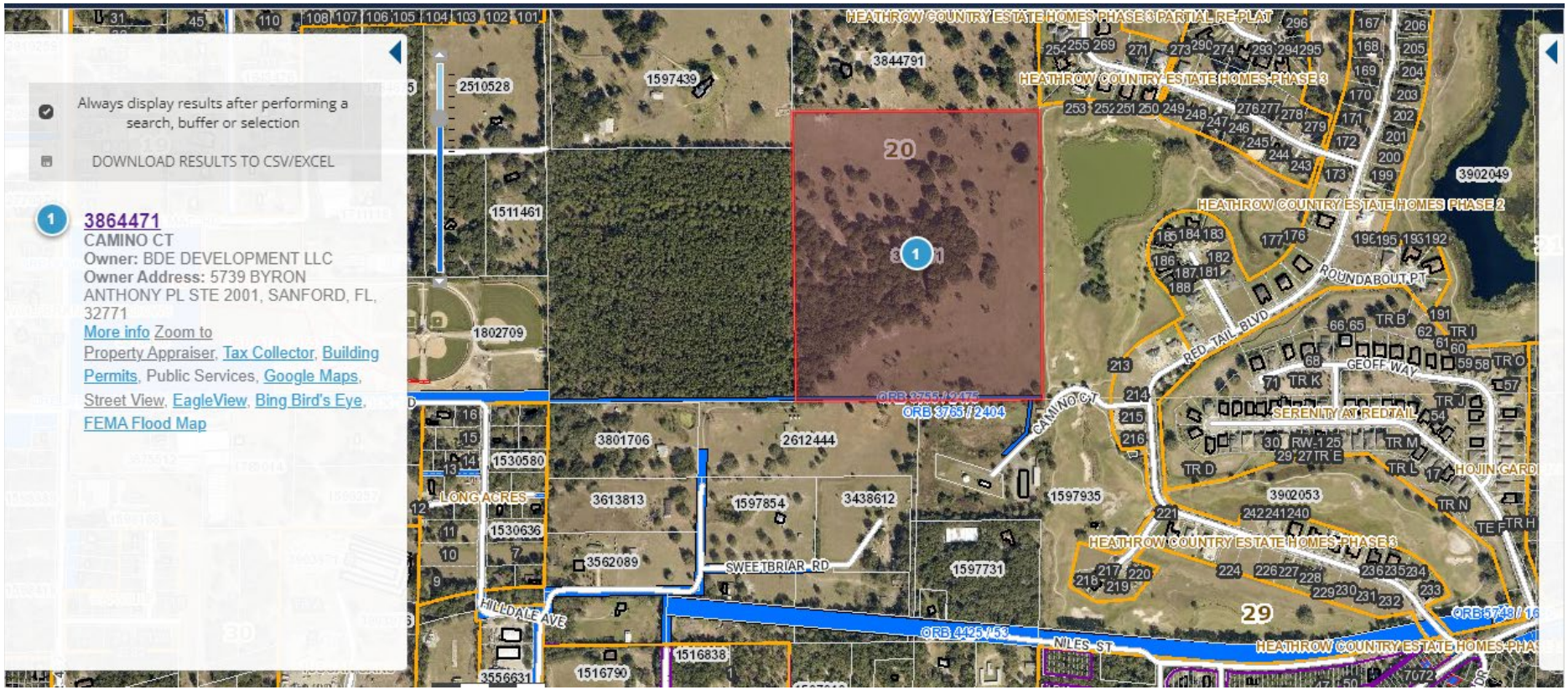


EXHIBIT B

Concept Plan for Wallick Road Extension and Wekiva Trail

Wekiva Trail at Wallick Road

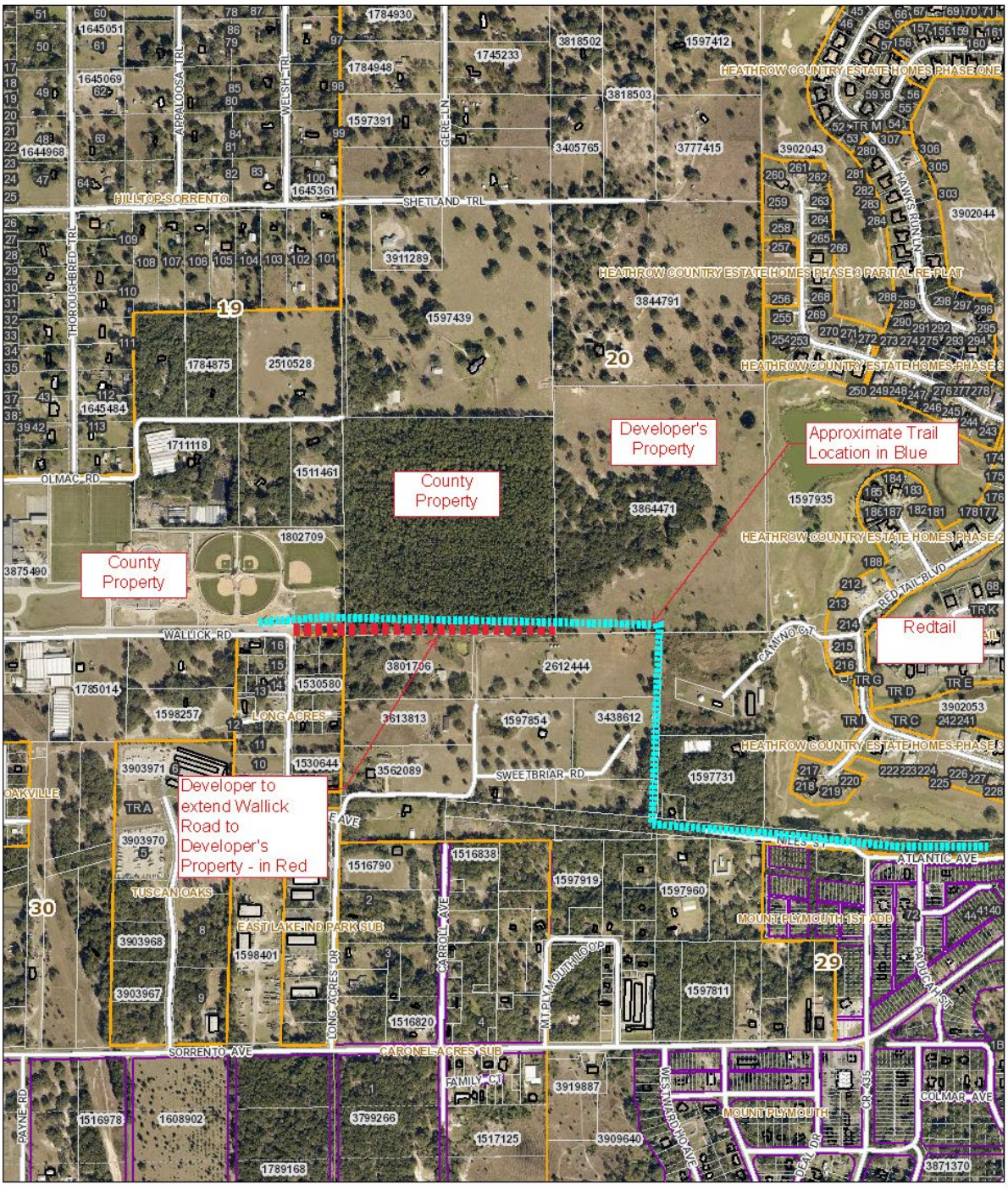
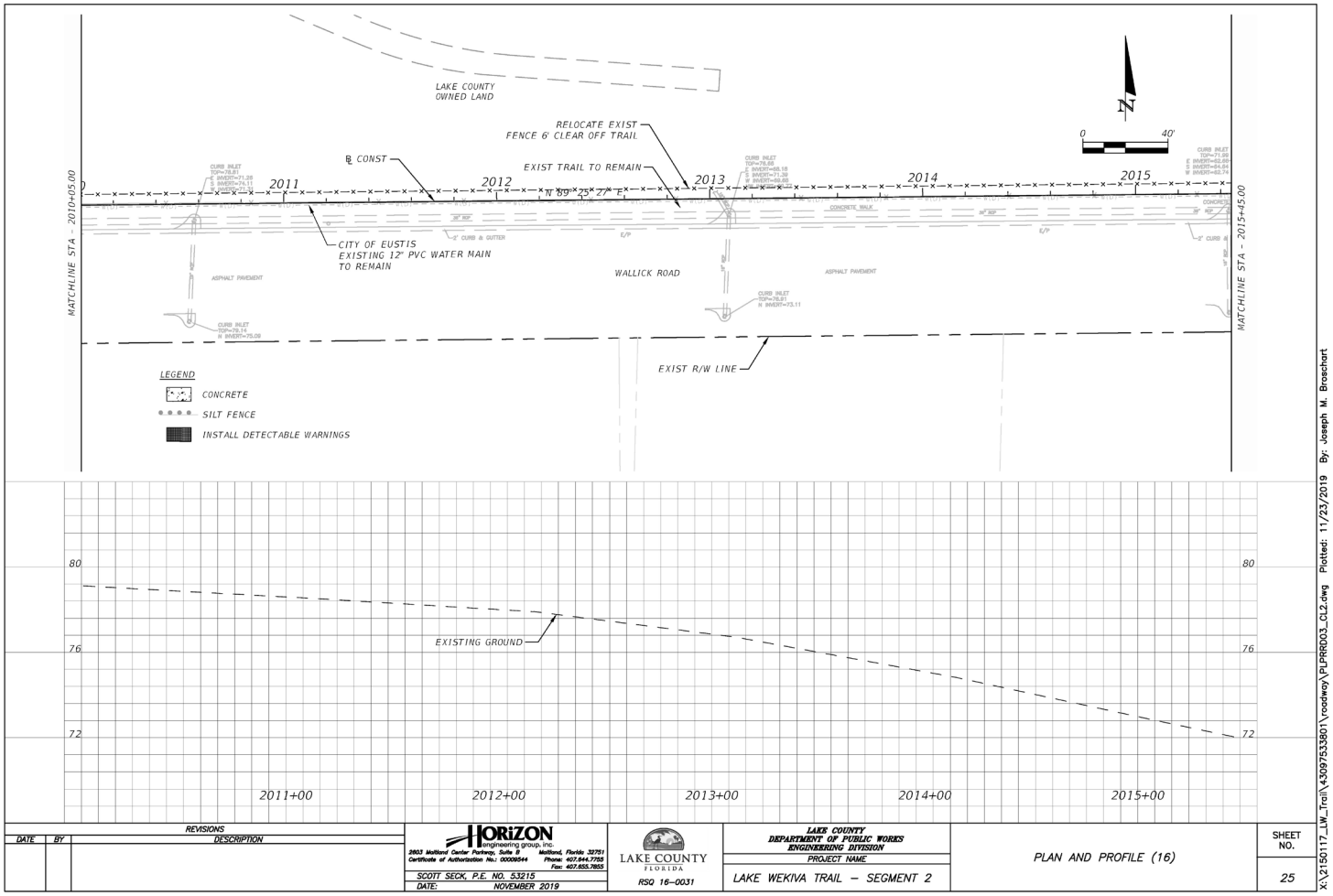


EXHIBIT C

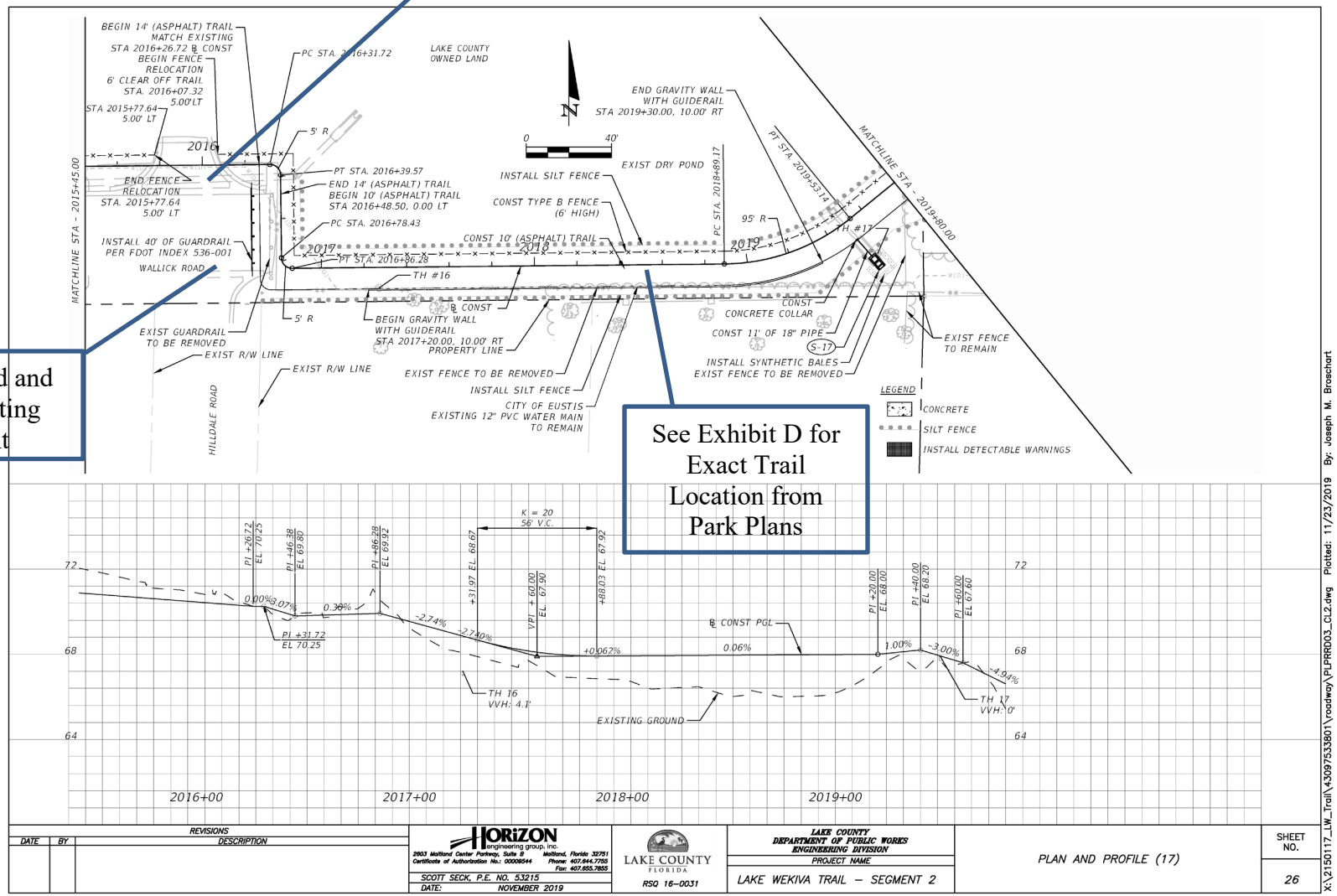
Wekiva Trail Segment 2 Partial Plans

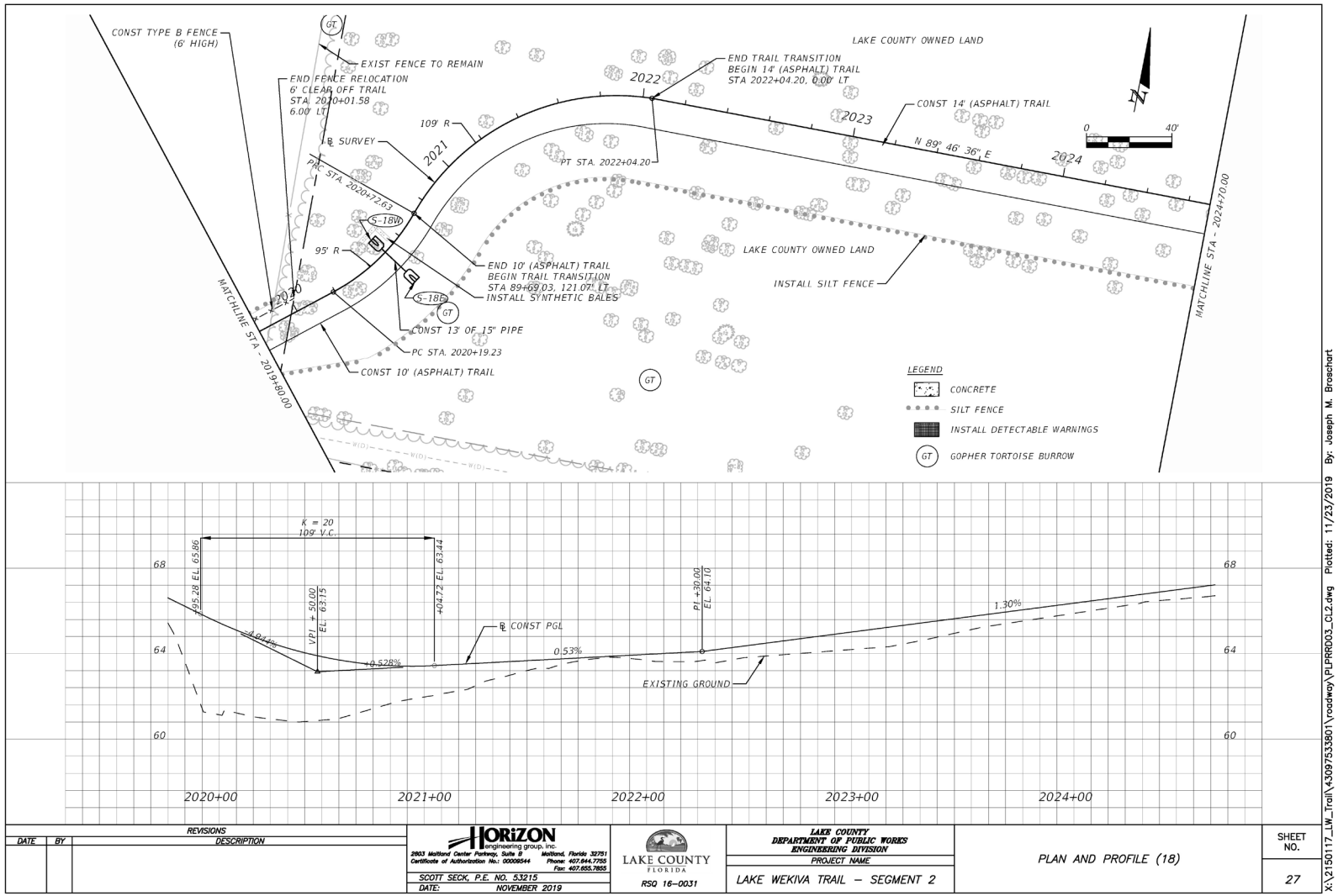


East Lake Park Entrance

Wallick Road and End of Existing Pavement

See Exhibit D for Exact Trail Location from Park Plans





REVISIONS		
DATE	BY	DESCRIPTION

HORIZON engineering group, inc.
2603 Maitland Center Parkway, Suite B Maitland, Florida 32751
Certificate of Authorization No.: 00008544 Phone: 407.644.7705 Fax: 407.655.7855
SCOTT SECK, P.E. NO. 53215
DATE: NOVEMBER 2019

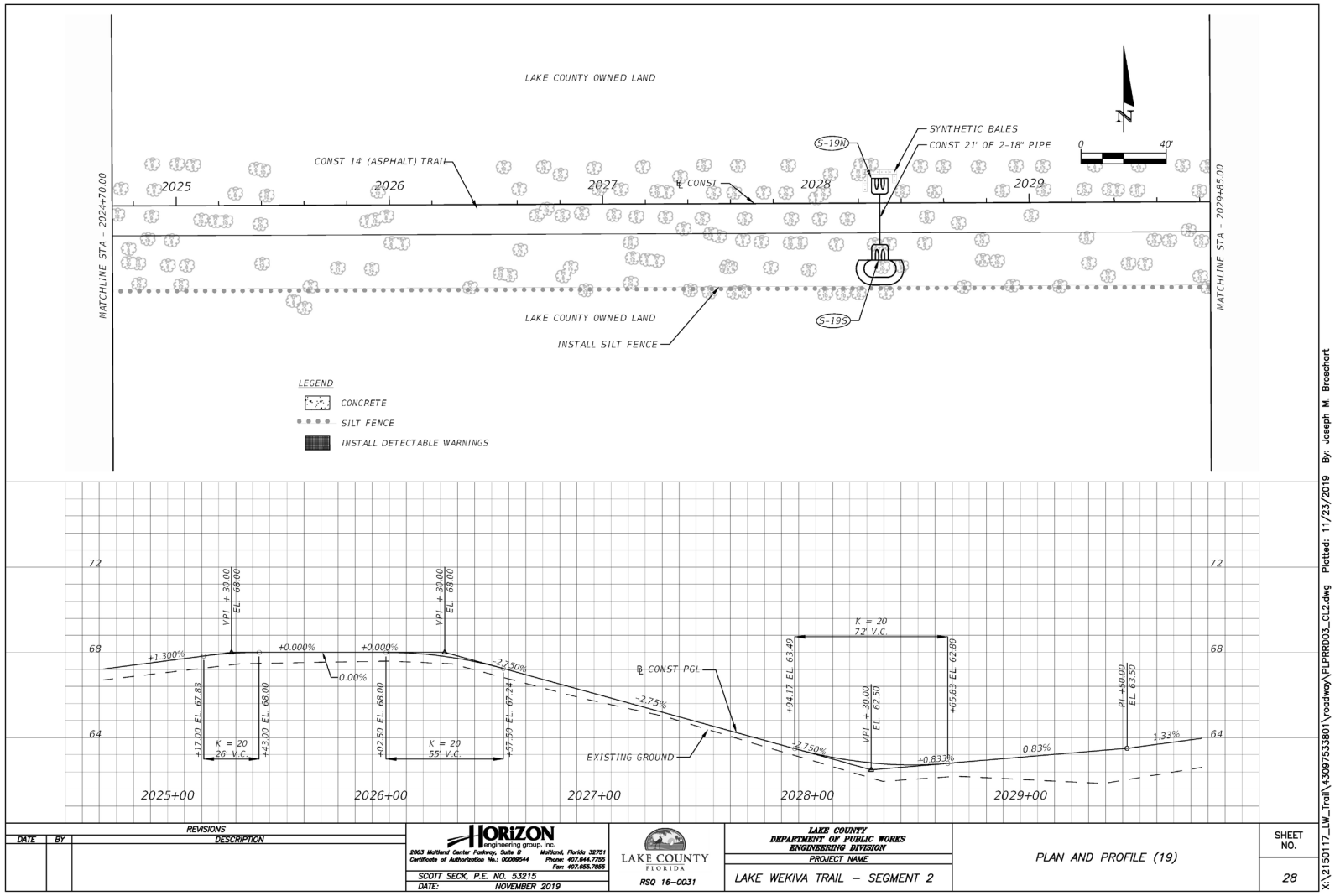
LAKE COUNTY FLORIDA
RSQ 16-0031

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NAME
LAKE WEKIVA TRAIL – SEGMENT 2

PLAN AND PROFILE (18)

SHEET NO. 27

X:\2150117_LW_Trail\43097533601\roadway\PLPRR003_CL2.dwg Plotted: 11/23/2019 By: Joseph M. Broschart



REVISIONS		
DATE	BY	DESCRIPTION

HORIZON engineering group, inc.
2603 Maitland Center Parkway, Suite B — Maitland, Florida 32751
Certificate of Authorization No.: 00008544 — Phone: 407.644.7705 — Fax: 407.655.7855
SCOTT SECK, P.E. NO. 53215
DATE: NOVEMBER 2019

LAKE COUNTY FLORIDA
RSQ 16-0031

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NAME
LAKE WEKIVA TRAIL – SEGMENT 2

PLAN AND PROFILE (19)

SHEET NO. 28

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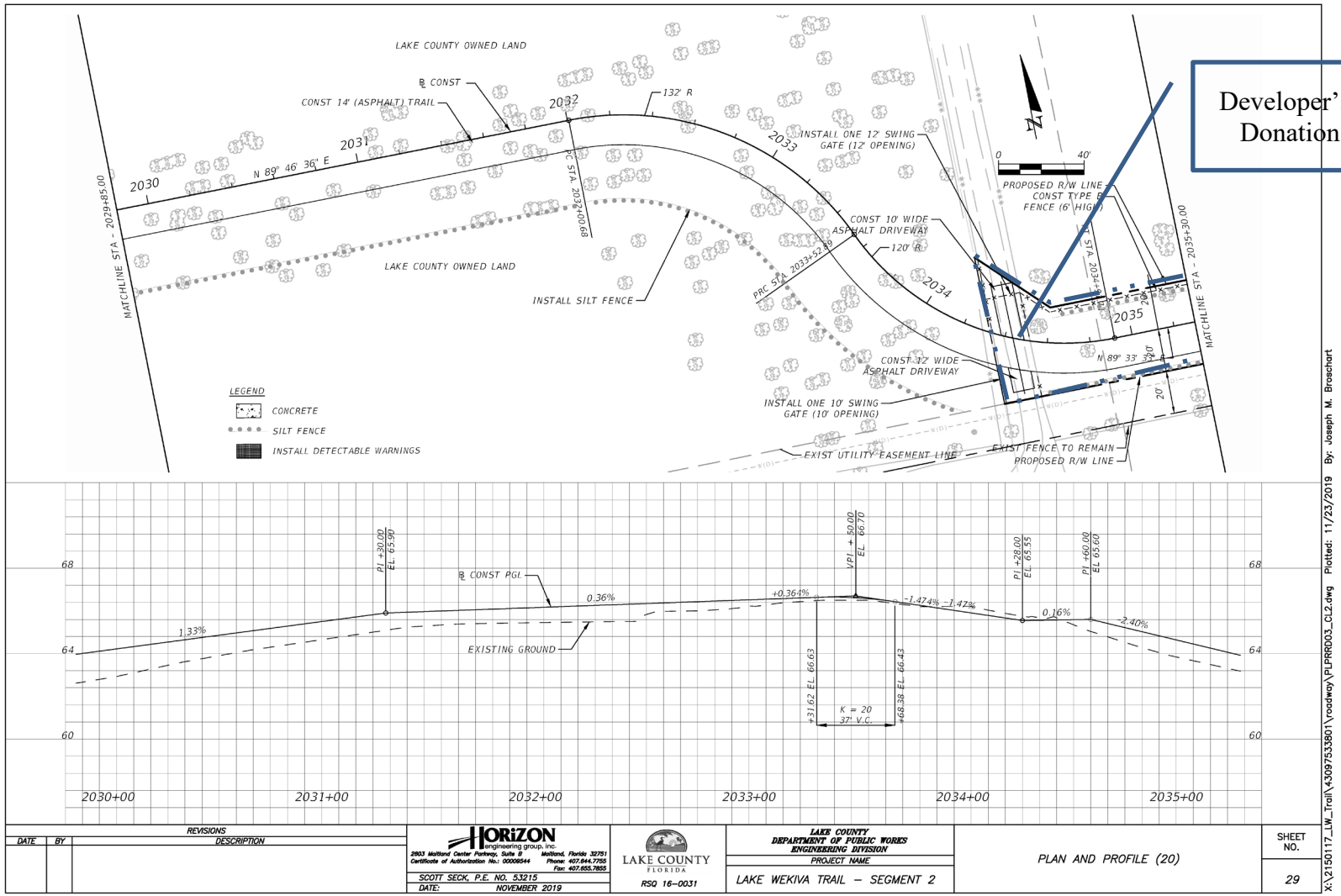
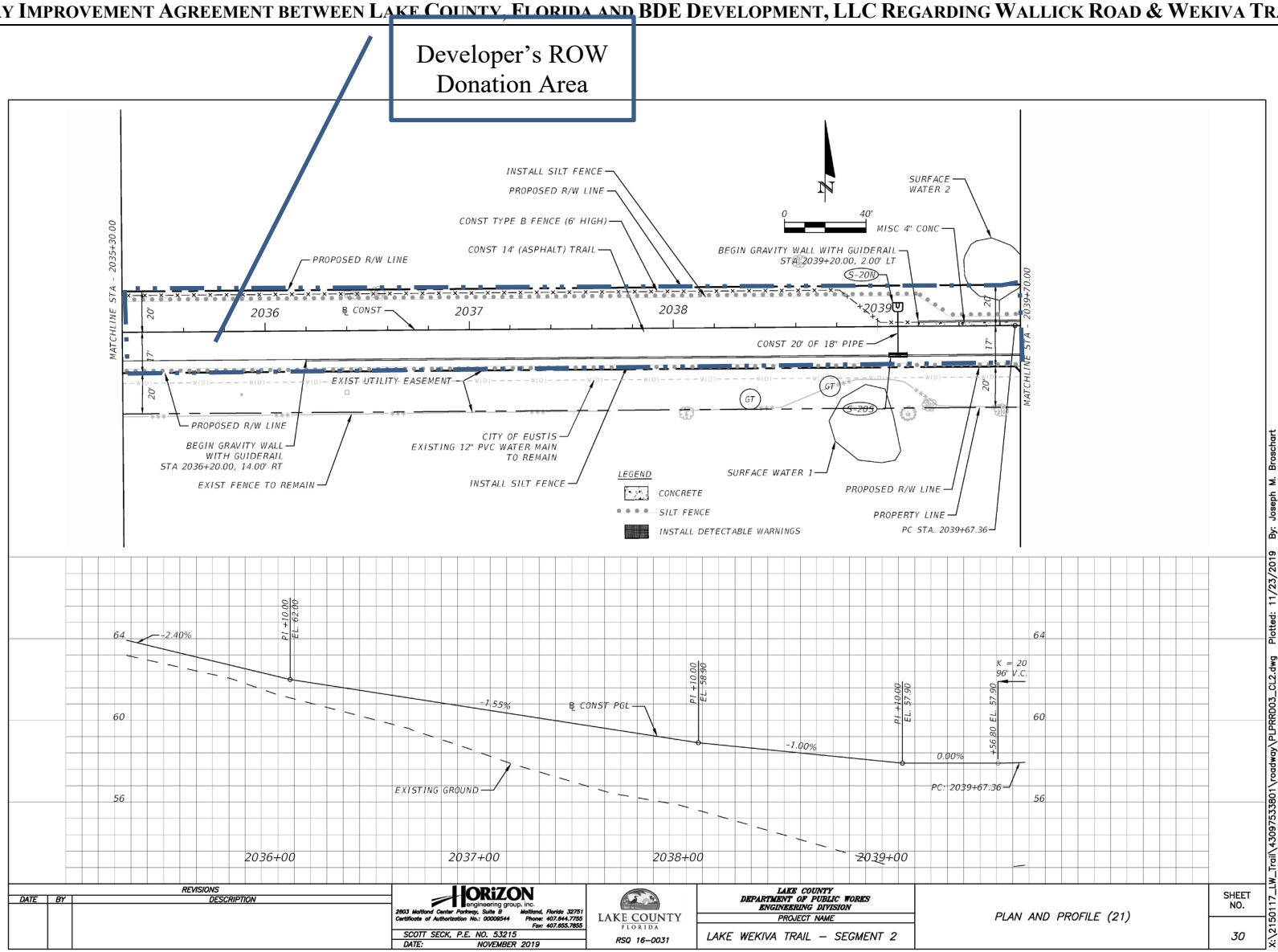


REVISIONS DATE	BY	DESCRIPTION	HORIZON engineering group, inc. 2603 Maitland Center Parkway, Suite B Maitland, Florida 32751 Certificate of Authorization No.: 00008544 Phone: 407.644.7705 Fax: 407.655.7855 SCOTT SECK, P.E. NO. 53215 DATE: NOVEMBER 2019	LAKE COUNTY FLORIDA RSQ 16-0031	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION PROJECT NAME: LAKE WEKIVA TRAIL – SEGMENT 2	PLAN AND PROFILE (20)	SHEET NO. 29

X:\2150117_LW_Trail\43097533601\roadway\PLPRR003_CL2.dwg Plotted: 11/23/2019 By: Joseph M. Broschart

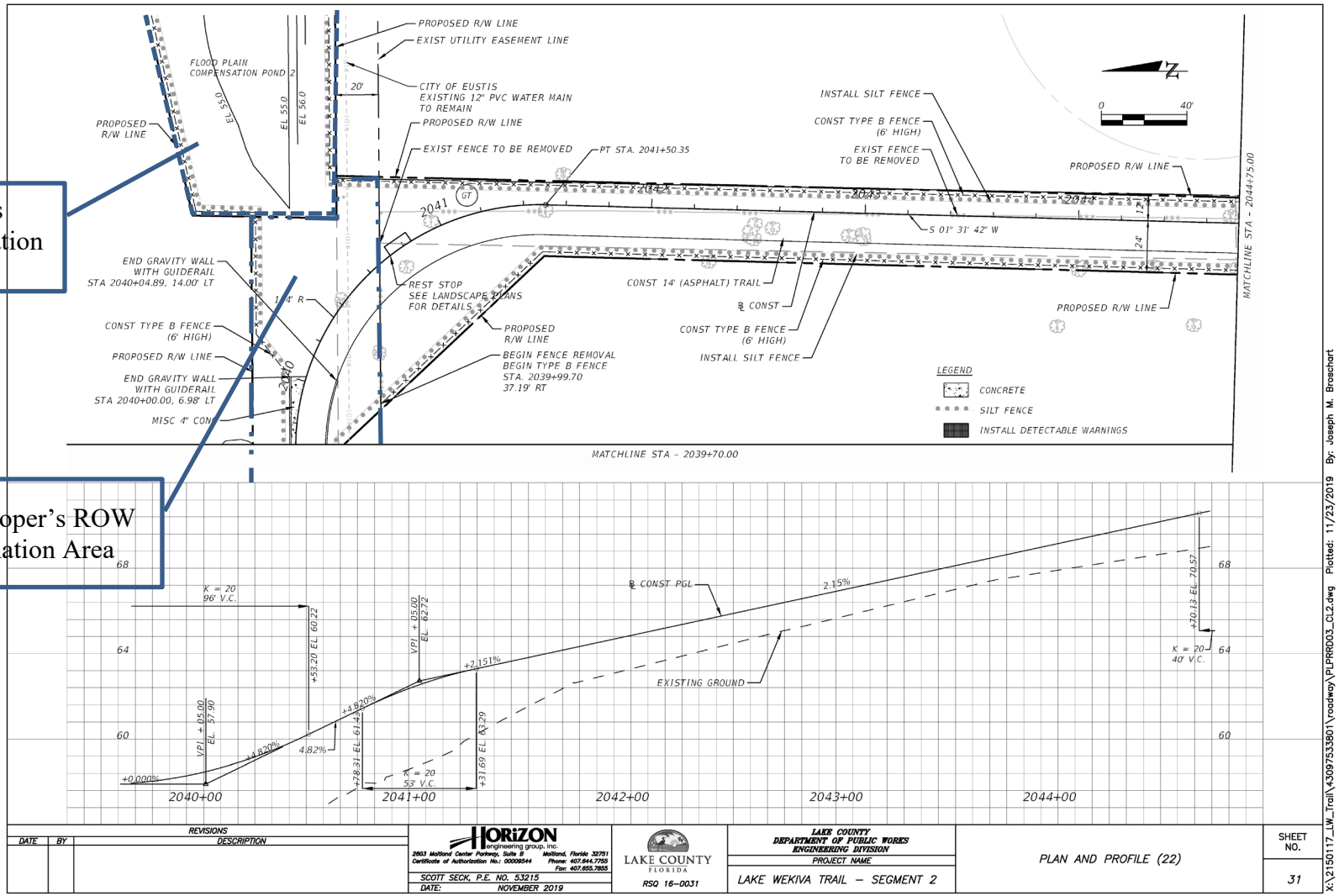


REVISIONS DATE	BY	DESCRIPTION	HORIZON engineering group, inc. 2603 Maitland Center Parkway, Suite B Maitland, Florida 32751 Certificate of Authorization No.: 00008544 Phone: 407.644.7705 Fax: 407.655.7855 SCOTT SECK, P.E. NO. 53215 DATE: NOVEMBER 2019	LAKE COUNTY FLORIDA RSQ 16-0031	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION PROJECT NAME LAKE WEKIVA TRAIL – SEGMENT 2	PLAN AND PROFILE (21)	SHEET NO. 30

By: Joseph M. Broschart Plotted: 11/23/2019 X:\2150117_LW_Trail\43097533601\roadway\PLPRR003_CL2.dwg

Developer's Easement Donation Area

Developer's ROW Donation Area



REVISIONS DATE	BY	DESCRIPTION	HORIZON engineering group, inc. 2603 Maitland Center Parkway, Suite B Maitland, Florida 32751 Certificate of Authorization No.: 00006544 Phone: 407.644.7705 Fax: 407.655.7855 SCOTT SECK, P.E. NO. 53215 DATE: NOVEMBER 2019	LAKE COUNTY FLORIDA RSQ 16-0031	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION PROJECT NAME: LAKE WEKIVA TRAIL – SEGMENT 2	PLAN AND PROFILE (22)	SHEET NO. 31

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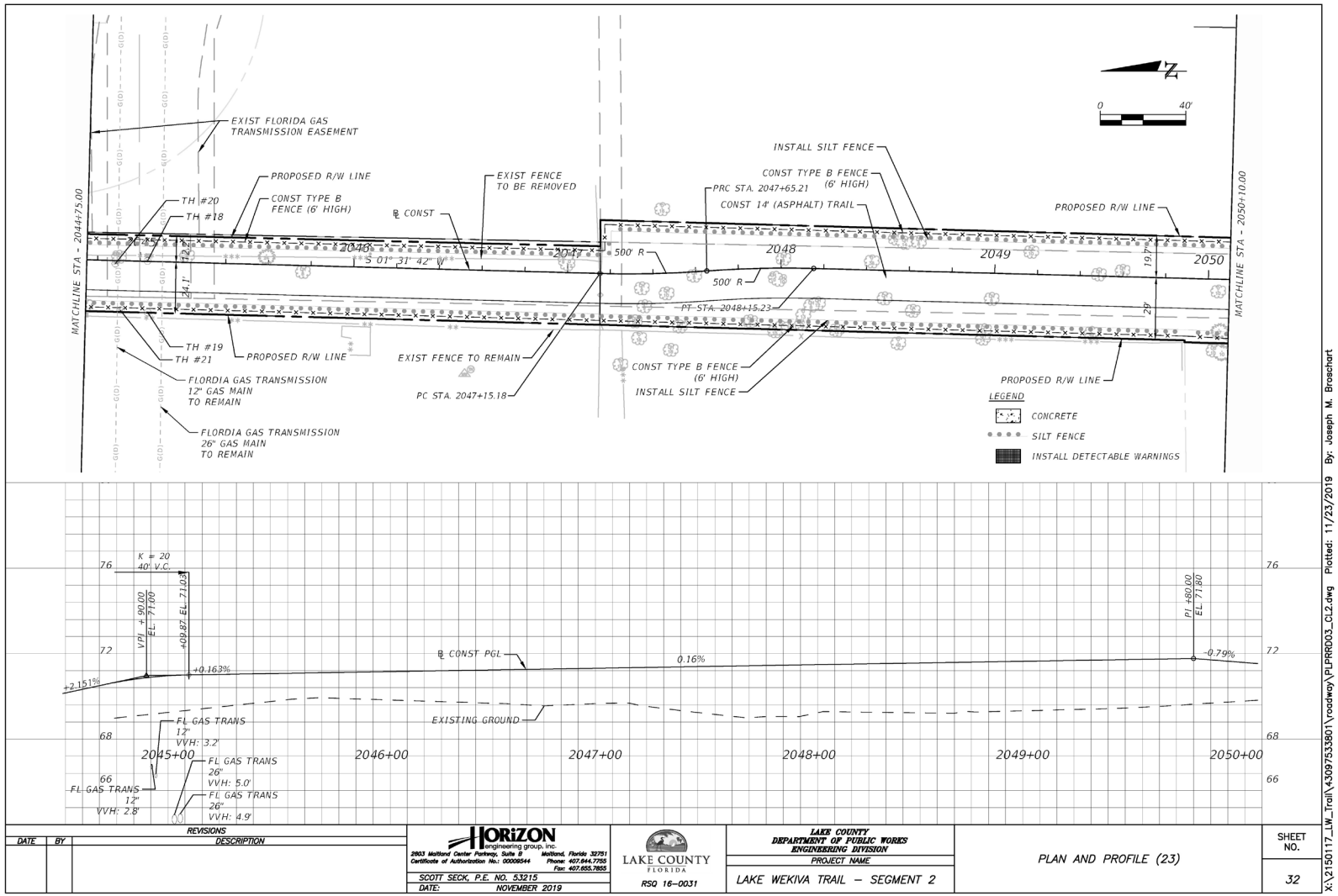


REVISIONS		
DATE	BY	DESCRIPTION

HORIZON engineering group, inc.
2603 Maitland Center Parkway, Suite B, Maitland, Florida 32751
Certificate of Authorization No.: 00008544 Phone: 407.644.7705 Fax: 407.655.7855
SCOTT SECK, P.E. NO. 53215
DATE: NOVEMBER 2019

LAKE COUNTY FLORIDA
RSQ 16-0031

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NAME
LAKE WEKIVA TRAIL – SEGMENT 2

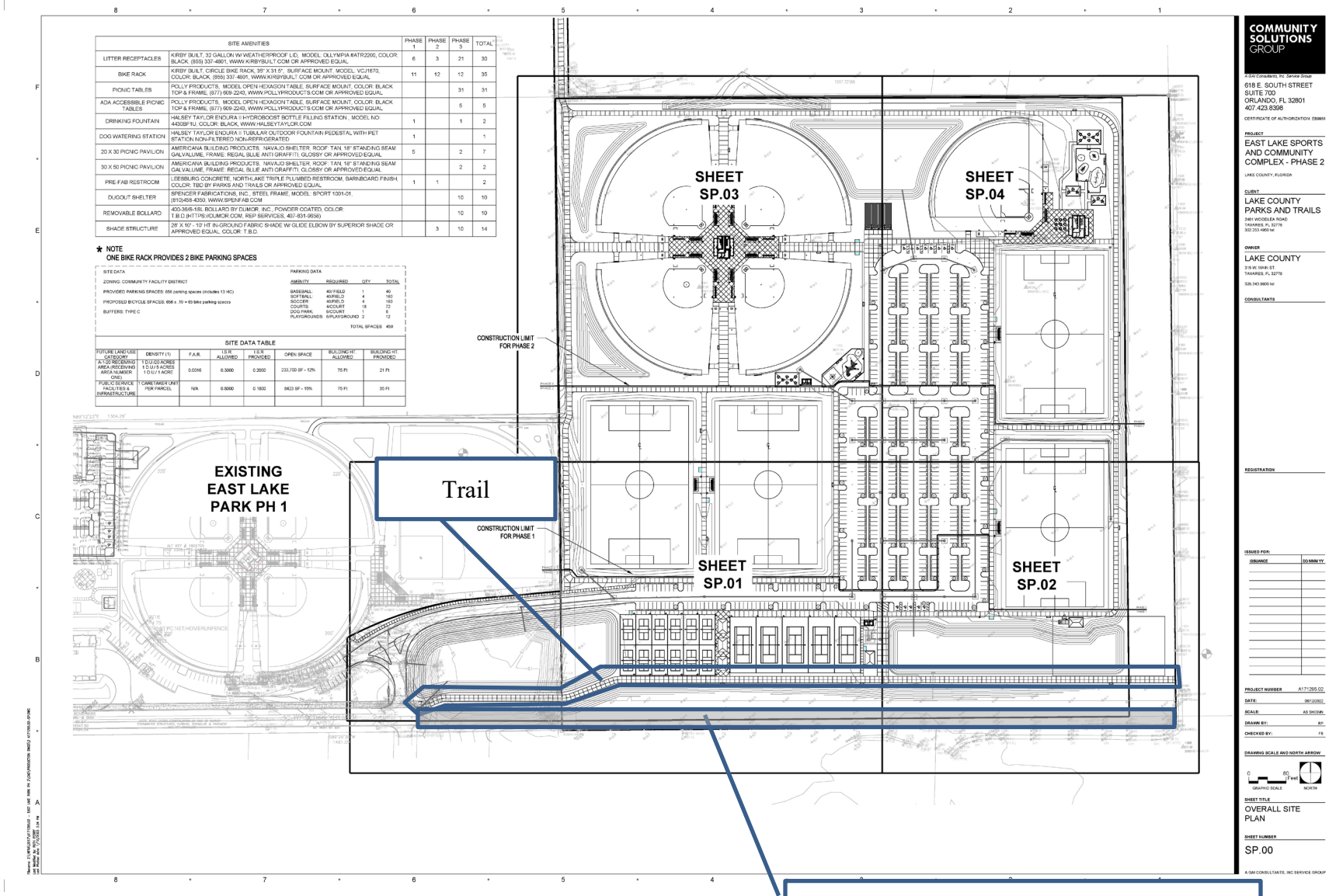
PLAN AND PROFILE (23)

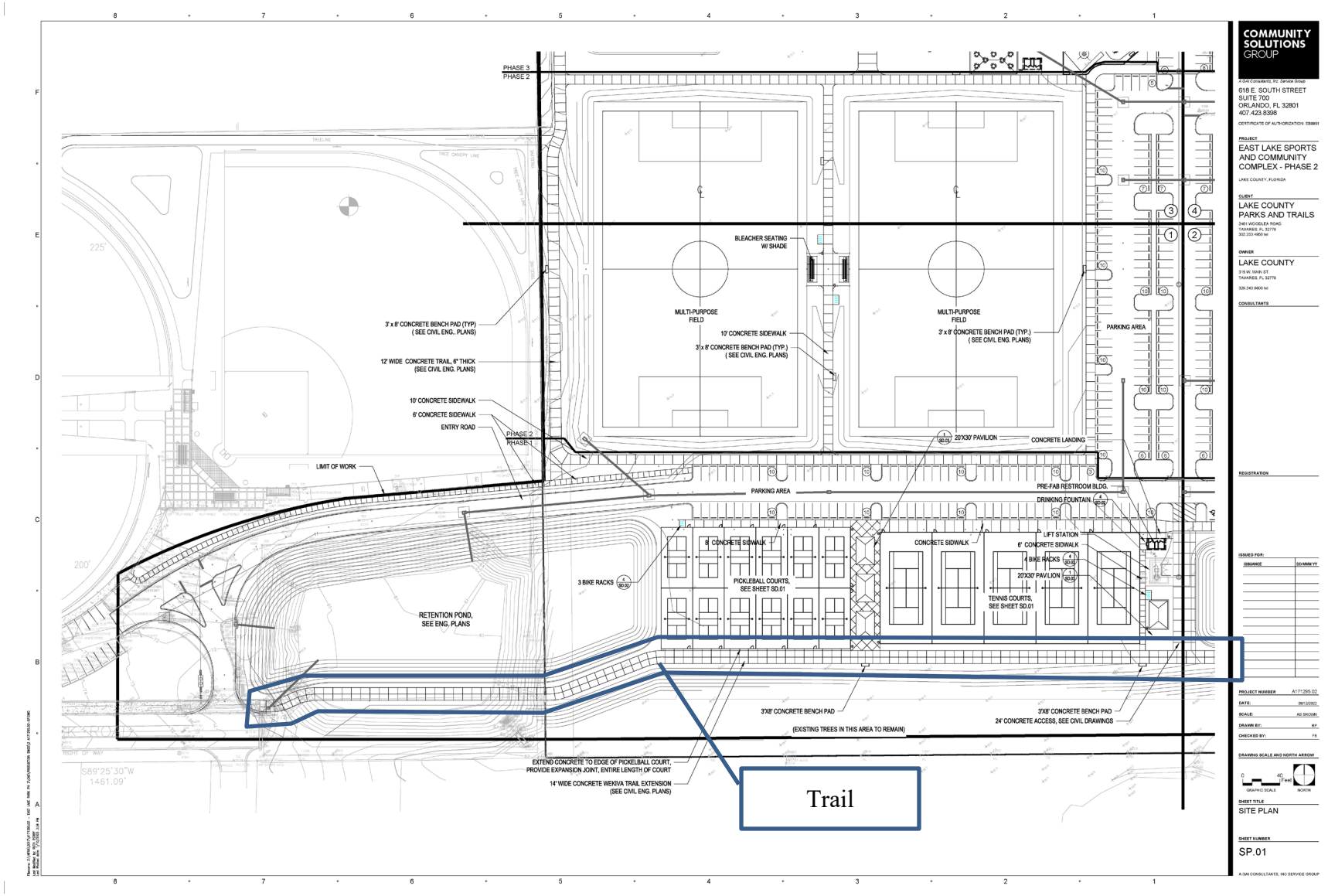
SHEET NO. 32

X:\2150117_LW_Trail\43097533601\roadway\PLPRR003_CL2.dwg Plotted: 11/23/2019 By: Joseph M. Broschart

EXHIBIT D

East Lake Sports and Community Complex Plans - Trail




PHASE 3
PHASE 2
BLEACHER SEATING W/ SHADE
MULTI-PURPOSE FIELD
MULTI-PURPOSE FIELD
3' x 8' CONCRETE BENCH PAD (TYP) (SEE CIVIL ENG., PLANS)
12' WIDE CONCRETE TRAIL, 6" THICK (SEE CIVIL ENG. PLANS)
10' CONCRETE SIDEWALK
6' CONCRETE SIDEWALK
ENTRY ROAD
PHASE 2
PHASE 1
LIMIT OF WORK
10' CONCRETE SIDEWALK
3' x 8' CONCRETE BENCH PAD (TYP.) (SEE CIVIL ENG. PLANS)
3' x 8' CONCRETE BENCH PAD (TYP.) (SEE CIVIL ENG. PLANS)
PARKING AREA
20'X30' PAVILION
CONCRETE LANDING
PARKING AREA
PRE-FAB RESTROOM BLDG.
DRINKING FOUNTAIN
8' CONCRETE SIDEWALK
CONCRETE SIDEWALK
LIFT STATION
6' CONCRETE SIDEWALK
BIKE RACKS
20'X30' PAVILION
3 BIKE RACKS
PICKLEBALL COURTS, SEE SHEET SD.01
TENNIS COURTS, SEE SHEET SD.01
RETENTION POND, SEE ENG. PLANS
3'X8' CONCRETE BENCH PAD
(EXISTING TREES IN THIS AREA TO REMAIN)
3'X8' CONCRETE BENCH PAD
24' CONCRETE ACCESS, SEE CIVIL DRAWINGS
EXTEND CONCRETE TO EDGE OF PICKLEBALL COURT, PROVIDE EXPANSION JOINT, ENTIRE LENGTH OF COURT
14' WIDE CONCRETE WEKIVA TRAIL EXTENSION (SEE CIVIL ENG. PLANS)
Trail
S89°25'30"W
1461.09'
COMMUNITY SOLUTIONS GROUP
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398
EAST LAKE SPORTS AND COMMUNITY COMPLEX - PHASE 2
LAKE COUNTY, FLORIDA
LAKE COUNTY PARKS AND TRAILS
LAKE COUNTY
SITE PLAN
SP.01

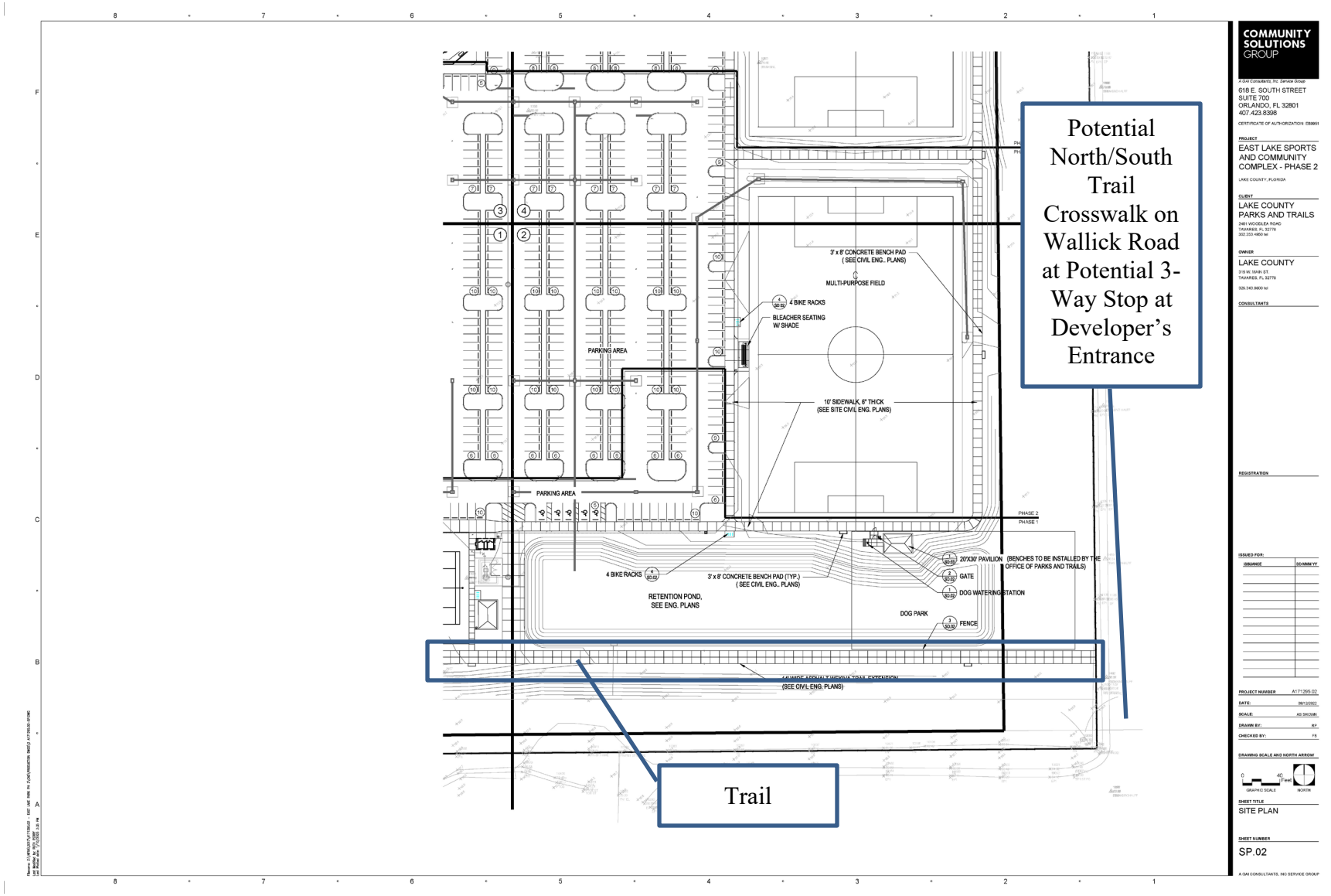

Potential North/South Trail Crosswalk on Wallick Road at Potential 3-Way Stop at Developer's Entrance
Trail
3' x 8' CONCRETE BENCH PAD (SEE CIVIL ENG.. PLANS)
MULTI-PURPOSE FIELD
4 BIKE RACKS
BLEACHER SEATING W/ SHADE
PARKING AREA
10' SIDEWALK, 6" THICK (SEE SITE CIVIL ENG. PLANS)
PARKING AREA
PHASE 2
PHASE 1
20'X30' PAVILION (BENCHES TO BE INSTALLED BY THE OFFICE OF PARKS AND TRAILS)
GATE
DOG WATERING STATION
4 BIKE RACKS
3' x 8' CONCRETE BENCH PAD (TYP.) (SEE CIVIL ENG.. PLANS)
RETENTION POND, SEE ENG. PLANS
DOG PARK
FENCE
(SEE CIVIL ENG. PLANS)
COMMUNITY SOLUTIONS GROUP
618 E. SOUTH STREET
SUITE 700
ORLANDO, FL 32801
407.423.8398
EAST LAKE SPORTS AND COMMUNITY COMPLEX - PHASE 2
LAKE COUNTY, FLORIDA
LAKE COUNTY PARKS AND TRAILS
LAKE COUNTY
SITE PLAN
SP.02

EXHIBIT E
DRAFT DEEDS AND EASEMENTS

20-19-28-0003-000-01600
Wekiva Trail Segment 2; Phase A Project

This instrument prepared by:
Cary M. Melvin, PSM
P.O. Box 7800, Tavares, FL 32778
Return to:
Lake County Public Works Dept. - R/W
P.O. Box 7800, Tavares, FL 32778

STATUTORY WARRANTY DEED
(Corporation)

THIS INDENTURE, made this _____ day of_____ 2026, between BDE DEVELOPMENT, LLC, a Florida limited liability company 5739 Byron Anthony Place, Suite 2001, Sanford, FL 32771 County of _____, State of _____, hereinafter referred to as "Grantor"; and

Lake County, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, FL 32778-7800, as "Grantee".

WITNESSETH, that Grantor, for and in consideration, of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, has granted, bargained, sold, and conveyed to Lake County, its successors and assigns, the following described land, situate, lying, and being in Lake County, Florida:

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

EXHIBIT E
DRAFT DEEDS AND EASEMENTS

IN WITNESS WHEREOF, Grantor has executed this instrument in the manner provided by law, on the day and year first above written, Signed, Sealed, and Delivered in our presence as witnesses:

Witnesses:

Grantor: BDE Development, LLC, a Florida limited liability company

1. Sign: _____

By: _____(Seal)
Kenneth Calhoun, as Manager

Print Name: _____

Address: _____

_____

2. Sign: _____

Print Name: _____

Address: _____

_____

OR:
ATTEST:

Sign: _____

Print Name and Title: _____(Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Kenneth Calhoun, as Manager, on behalf of BDE Development, LLC, a Florida limited liability company.

_____
Signature of Notary Public – State of _____

_____
Print Commissioned Name

Personally Known OR Produced Identification
Type of Identification Produced _____

\\storage.lakegov.bcc\generalshare\CAO\BDE Wekiva Trail Agreement\2025-12-17\BDE - SWD- RG 3-13-26 .docx

EXHIBIT E
DRAFT DEEDS AND EASEMENTS

Exhibit 'A'

SCHEDULE "A"

WT 19 BDE Dev. RW

DESCRIPTION:
(Parcel 110)

A portion of Section 20, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:

Commence at Southwest corner of the Southeast quarter of the Southwest quarter of Section 20, Township 19 South, Range 28 East, Lake County, Florida; thence North 00°39'40" West, a distance of 20.00 feet along the West line of the Southeast quarter of the Southwest quarter of said Section 20 to the POINT OF BEGINNING; thence continue along said West line North 00°39'40" West, a distance of 70.00 feet; thence departing said West line, South 45°33'04" East, a distance of 42.51 feet; thence North 89°33'33" East, a distance of 611.84 feet; thence South 01°06'01" West, a distance of 40.01 feet; thence North 89°33'33" East, a distance of 19.88 feet; thence South 01°22'17" West, a distance of 20.01 feet to a point on the South line of the Southwest quarter of aforementioned Section 20; thence South 89°33'33" West, a distance of 109.09 feet along said South line; thence departing said South line, North 43°15'11" West, a distance of 27.26 feet; thence South 89°33'33" West, a distance of 532.23 feet to the aforementioned West line of the Southeast quarter of the Southwest quarter of Section 20, and the POINT OF BEGINNING.

Containing 28,472 square feet, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 19 South, Range 28 East, Lake County, Florida, being North 00°39'40" West. (Assumed)
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

Description	Date: August 22, 2018 EM	Certification Number LB2108 61499015
FOR **Horizon Engineering Group**	Job Number: 61499015 / Scale: 1" = 100'	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED: 12/04/19 SMF REVISED: 10/15/19 SMF	RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130
	SHEET 1 OF 3 SEE SHEETS 2&3 FOR SKETCH	

\\storage.lakegov.bcc\generalshare\CAO\BDE Wekiva Trail Agreement\2025-12-17\BDE - SWD- RG 3-13-26 .docx

EXHIBIT E
DRAFT DEEDS AND EASEMENTS

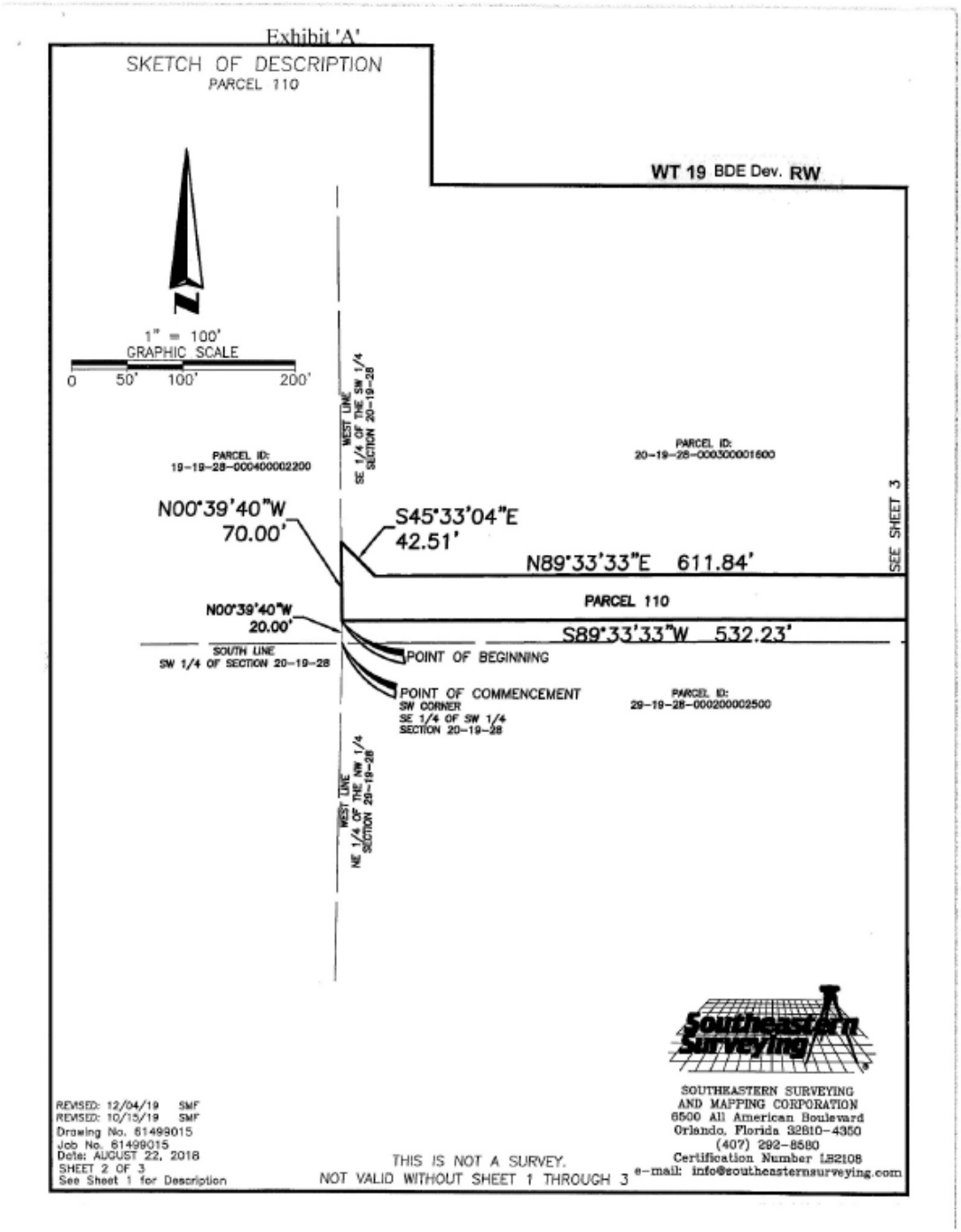


EXHIBIT E
DRAFT DEEDS AND EASEMENTS

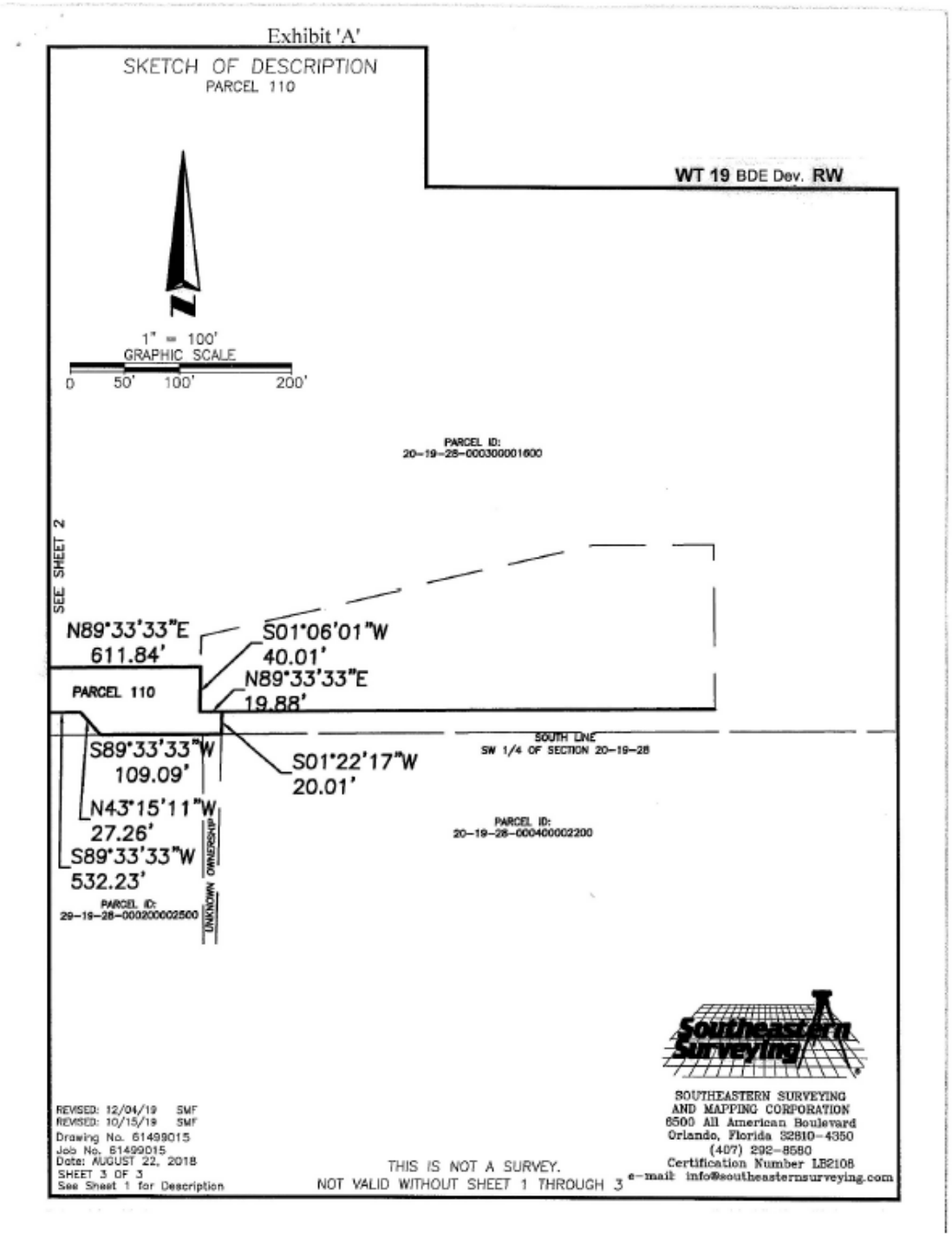


EXHIBIT E
DRAFT DEEDS AND EASEMENTS

20-19-28-0003-000-01600
Wekiva Trail Segment 2 – Phase A Project

This instrument prepared by:
Cary M. Melvin, PSM
P.O. Box 7800, Tavares, FL 32778
Return to: Lake County Public Works Dept. - RW
P.O. Box 7800, Tavares, FL 32778

DRAINAGE EASEMENT
(Corporation)

THIS EASEMENT, made this_____ day of _____, 2026, between BDE DEVELOPMENT, LLC, a Florida limited liability company
5739 Byron Anthony Place, Suite 2001, Sanford, FL 32771
as "first party" and

LAKE COUNTY, a political subdivision of the State of Florida, P.O. Box 7800, Tavares, Florida 32778-7800, as "second party".

WITNESS, that the first party, in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the second party its successors and assigns, a perpetual Easement and right-of-way for the purpose of clearing, excavating, constructing and maintaining outfall and drainage ditches in, upon and through the following described tract of land in Lake County, Florida, to-wit:

AS SET FORTH ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND TO HOLD the same unto the second party, its successors and assigns, together with immunity unto the second party, its successors or assigns, from all claims of damage, if any, arising from or growing out of such construction and/or maintenance, to the lands, if any, owned by the first parties, lying adjacent or contiguous to the lands herein above described.

The property owner shall maintain the legal right to modify, reconfigure and/or relocate the drainage facilities in any manner which still provides for treatment and attenuation of stormwater; this includes underground vaults and/or exfiltration trenches and shall be the maintenance entity for the stormwater ponds. It is expressly understood and agreed by the parties that the "first party" shall at all times have the right to relocate, expand and jointly use the Retention Pond area identified in Exhibit "A", and to commingle in said retention pond, stormwater runoff from and in connection with the development of the "first party's" property, so long as the retention pond continues to sufficiently accommodate the stormwater runoff from the Wekiva Trail Segment 2, Phase A Project. Maintenance of said pond area shall be the responsibility of the property owner once it is jointly used.

In the event the "first party" desires to relocate the drainage facilities and/or the retention pond out of the easement area granted or conveyed to the "second party" under this Agreement, the "first party" shall grant the "second party" a new easement, at no additional cost to the "second party", covering the area of the relocated drainage facilities and/or retention pond area. The new easement shall be of the same size, width, and functionality as the easement area purchased hereunder, and such new easement area shall be in a location agreeable to the "second party". "First party" shall be responsible for all costs associated with relocating the drainage facilities and/or retention pond to the new easement area.

EXHIBIT E
DRAFT DEEDS AND EASEMENTS

IN WITNESS THEREOF, first party has hereunder set his or her hand and seal on this the day and year first above written. Signed, Sealed and Delivered in our presence as witnesses:

Witnesses:

Grantor: BDE Development, LLC, a Florida limited liability company

1. Sign: _____

By: _____(Seal)
Kenneth Calhoun, as Manager

Print Name: _____

Address: _____

_____

2. Sign: _____

Print Name: _____

Address: _____

_____

OR:
ATTEST:

Sign: _____

Print Name and Title: _____(Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by Kenneth Calhoun, as Manager, on behalf of BDE Development, LLC, a Florida limited liability company.

_____
Signature of Notary Public – State of _____

_____
Print Commissioned Name

Personally Known OR Produced Identification
Type of Identification Produced _____

EXHIBIT E
DRAFT DEEDS AND EASEMENTS

EXHIBIT 'A'

SCHEDULE "A"

WT 19 - BDE Dev.
WRA/Pond (DE)

Page 1 of 3

DESCRIPTION:
(Parcel 110A)

A portion of Section 20, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:

Commence at Southwest corner of the Southeast quarter of the Southwest quarter of Section 20, Township 19 South, Range 28 East, Lake County, Florida; thence North 89°33'33" East, a distance of 659.77 feet along the South line of the Southeast quarter of the Southwest quarter of said Section 20; thence departing said South line North 01°22'17" East, a distance of 20.01 feet to the POINT OF BEGINNING; thence South 89°33'33" West, a distance of 19.88 feet; thence North 01°06'01" East, a distance of 67.42 feet; thence North 77°10'02" East, a distance of 361.60 feet; thence North 89°33'33" East, a distance of 108.93 feet; thence South 00°26'27" East, a distance of 145.00 feet; thence South 89°33'33" West, a distance of 444.05 feet to the POINT OF BEGINNING.

Containing 53,364 square feet or 1.23 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the West line of the Southeast 1/4 of the Southwest 1/4 of Section 20, Township 19 South, Range 28 East, Lake County, Florida, being North 00°39'40" West. (Assumed)
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

Description	Date: October 16, 2019 SMF	Certification Number LB2108 61499030
FOR **Horizon Engineering Group**	Job Number: 61499030 / Scale: 1" = 100'	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 5500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-6500 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that **THIS IS NOT A SURVEY.** REVISED: 12/04/19 SMF	RYAN E. JOHNSON, PSM Registered Land Surveyor Number 7130
	SHEET 1 OF 3 SEE SHEETS 2&3 FOR SKETCH	

\\storage.lakegov.bcc\generalshare\CAO\BDE Wekiva Trail Agreement\2025-12-17\BDE - DE Pond- RG 3-13-26.docx

EXHIBIT E
DRAFT DEEDS AND EASEMENTS

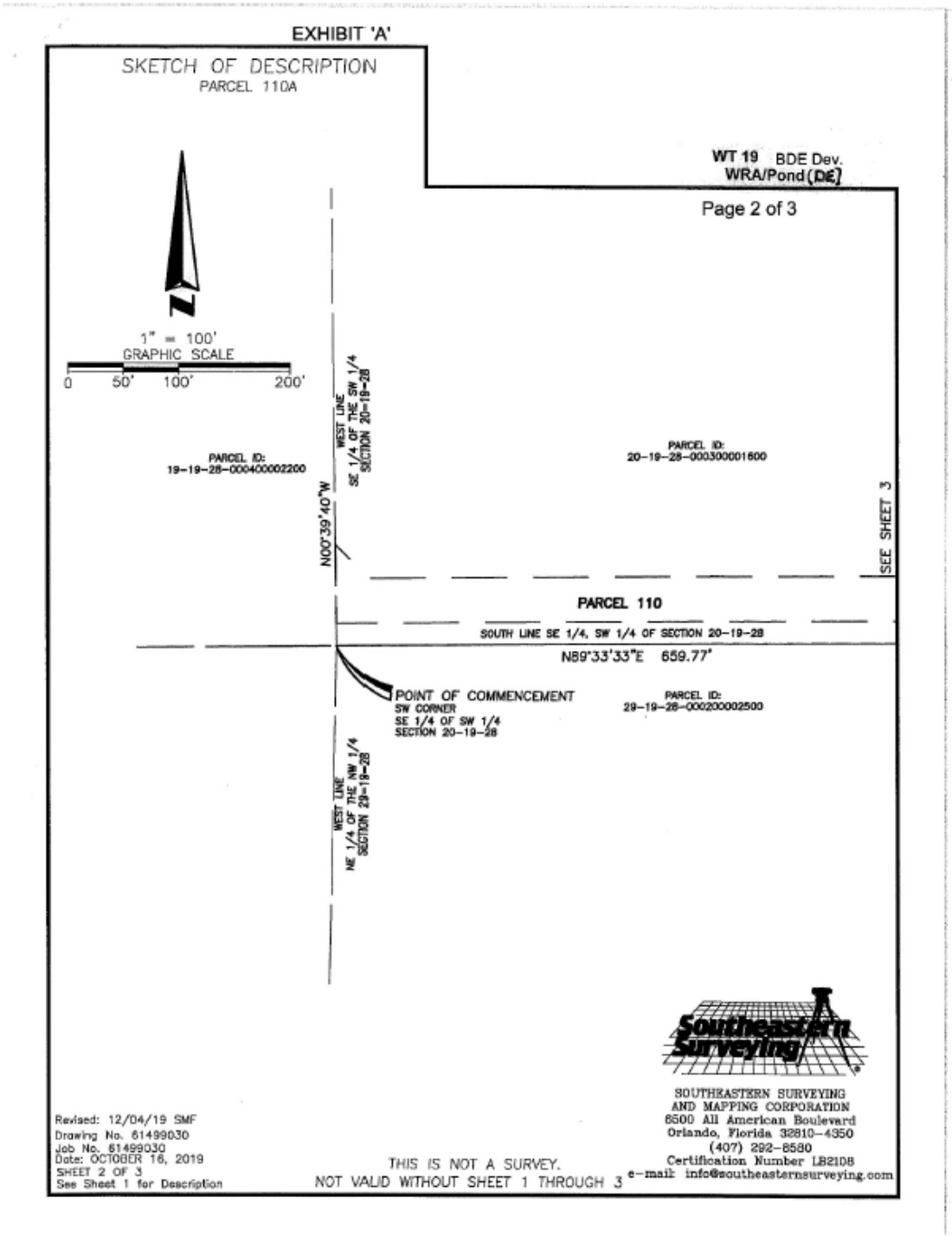
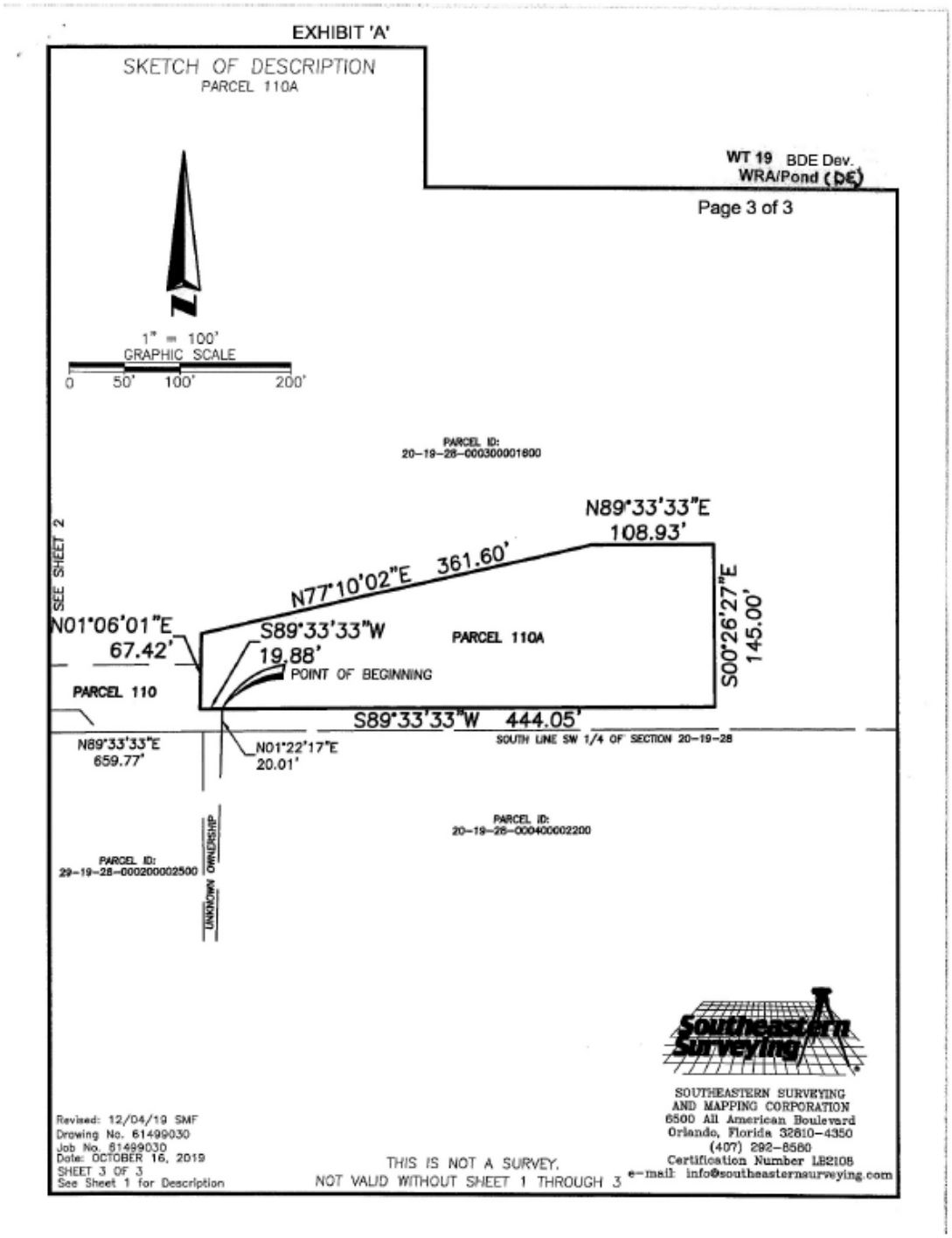


EXHIBIT E
DRAFT DEEDS AND EASEMENTS



\\storage.lakegov.bcc\generalshare\CAO\BDE Wekiva Trail Agreement\2025-12-17\BDE - DE Pond- RG 3-13-26.docx

EXHIBIT F

County Bond Forms

PERFORMANCE/PAYMENT BOND

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. Contracts under $500,000, bond provisions of Section 287.0935, Florida Statutes apply.

C. Contracts over $500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current Surety Bonds - List of Certified Companies (treasury.gov) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.

E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.

F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

AWARD RECOMMENDED VENDOR INSTRUCTIONS

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

A. Surety is licensed to do business in the State of Florida;

B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;

C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;

D. Surety is otherwise in compliance with the Florida Insurance Code;

E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and

F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars ($10.00) for first page and eight dollars and fifty cents ($8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____ Contract No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS BOND are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. _____

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Contractor, as PRINCIPAL:

Company: _____

_____
#1 Witness as to Principal

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Principal

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOND NO. _____

SURETY:

Company: _____

_____
#1 Witness as to Surety

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

_____
#2 Witness as to Surety

OR BY ATTORNEY IN FACT (POWER OF ATTORNEY *MUST* BE ATTACHED)

_____
#1 Witness as Attorney In Fact

By: _____
(As Attorney In Fact)
Printed Name: _____
Date: _____
Address: _____
_____
_____
Phone: _____

_____
#2 Witness as Attorney In Fact

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: that We,
Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

_____
_____ ($_____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee as Owner have reached a mutual agreement for _____ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

NOW THEREFORE, THE CONDITIONS OF THIS BOND are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. _____

BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

_____
#1 Witness as to Principal

_____
#2 Witness as to Principal

Contractor, as PRINCIPAL:

Company: _____

By: _____
(Authorized Signature)
Printed Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by _____ as _____ for _____.

Personally Known OR Produced Identification
Type of Identification Produced _____

_____
(*Notary Signature*)

(SEAL)

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 02/26/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42691
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Sandy Beckett, Office Manager
SUBJECT: Maintenance Map for a Portion of Micro Racetrack Road

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Maintenance Map for Micro Racetrack Road which covers 8,800 linear feet between CR 466A and Lake Ella Road near the City of Lady Lake area.

The estimated fiscal impact is $200 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

BACKGROUND SUMMARY: The right of way being claimed by maintenance on the Micro Racetrack Road (6202) Maintenance Map is vested in Lake County pursuant to Section 95.361, Florida Statutes, and has been constructed and continuously and uninterruptedly maintained and repaired by Lake County for a period of at least seven years. An affidavit has been provided by the Lake County Roads Superintendent confirming the continuous maintenance and repair of the roadway.

This maintenance map is for Micro Racetrack Road, which covers 8,800 linear feet between CR 466A and Lake Ella Road in the City of Lady Lake. This map is being filed to clear title to County maintained lands along this section of roadway.

Lake County's mowing and maintenance records indicate staff performed work on Micro Racetrack Road between June 1, 2011 and January 30, 2026. Maintenance will continue after this date. Maintenance logs are attached to this agenda item.

Fiscal Impact: $200 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Gas Tax	1120	5055100	830530		$200

Advertised Date: Paper:

Attachments:

1.	Micro Racetrack Rd Maintenance Affidavit and Map

2.	Vicinity Map Micro Racetrack
3.	Micro Racetrack Location Map
4.	Micro Racetrack Rd_Prior Work History Maintenance Log

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 02/26/2026
Jeffrey Earhart	Approved - 02/26/2026
David Hill	Approved - 02/27/2026
Kerri Andrews	Approved - 03/02/2026
Grace Burgos	Approved - 03/02/2026
Roberto Bonilla	Approved - 03/02/2026
Rachel Bartolowits	Approved - 03/06/2026
Ron Falanga	Approved - 03/09/2026
Kandace Pourbaix	Approved - 03/09/2026
Miranda Lanoue	Approved - 03/10/2026
Melanie Marsh	Approved - 04/03/2026
Jennifer Barker	Approved - 04/09/2026
Marisol Saldana	Final Approval - 04/10/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, DONALD GARDNER, who after being by me first duly sworn, upon oath deposes and says as follows:

1. That Affiant is an employee of Lake County Board of County Commissioners and is authorized to make this Affidavit on its behalf.

2. That Affiant is employed by the Lake County Board of County Commissioners in the capacity as ROADS SUPERINTENDENT for the Division of ROAD OPERATIONS, Department of Public Works.

3. That all statements are made herein upon his/her own personal knowledge.

4. That Affiant has personally and continuously maintained, or has supervised continuous maintenance of the "maintained area" shown on **Exhibit A**, attached hereto and incorporated herein by reference, for a period of at least 15 years

FURTHER AFFIANT SAYETH NAUGHT

Print Name DONALD GARDNER
Affiant

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 26 day of FEBRUARY, 2026, by DONALD GARDNER.

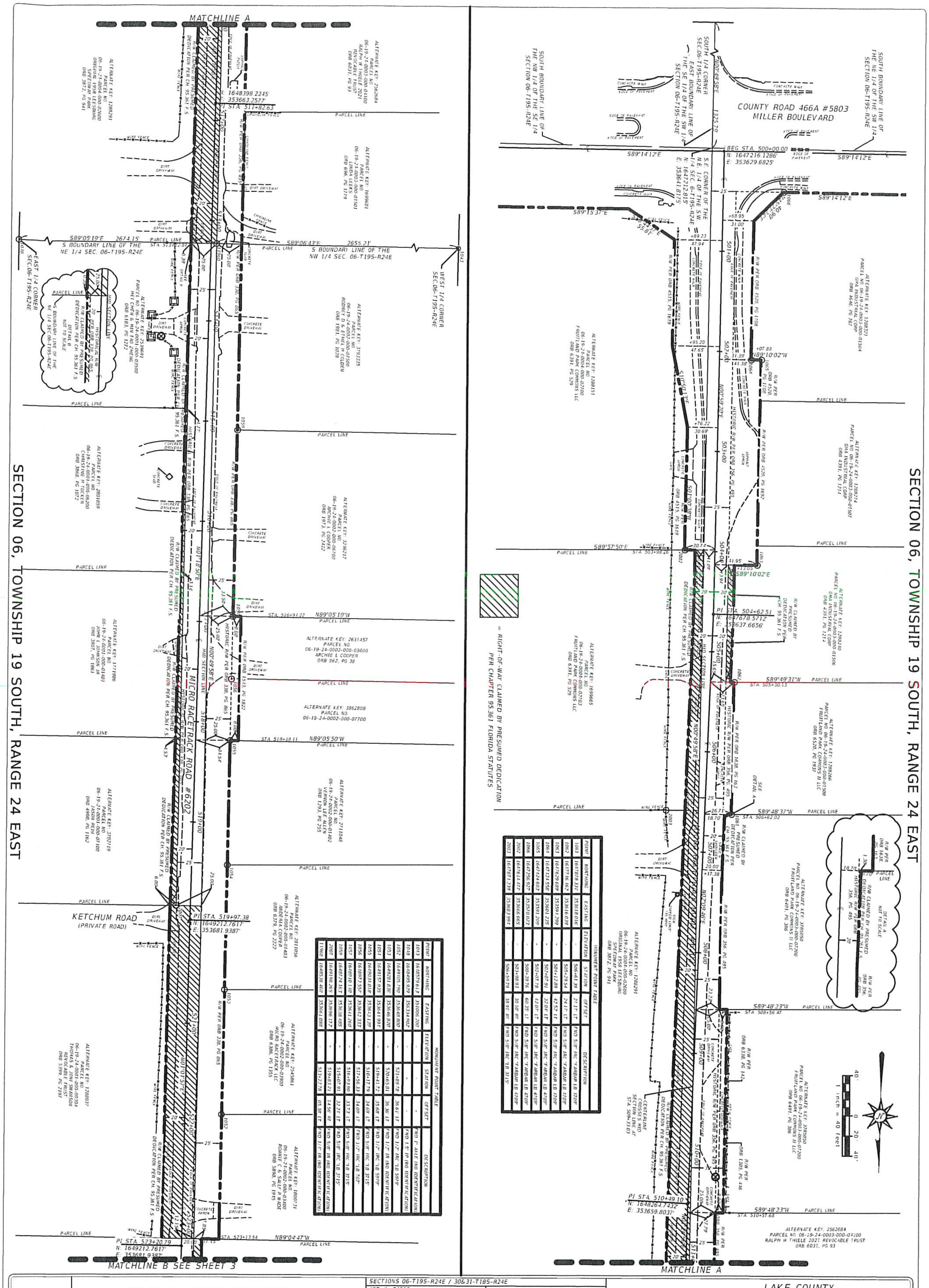
CARY M. MELVIN
MY COMMISSION # HH 649060
EXPIRES: March 9, 2029

Signature of Notary Public – State of FLORIDA

CARY M. MELVIN
Print Commissioned Name

Personally Known OR Produced Identification
Type of Identification Produced DRIVERS LICENCE

"EXHIBIT A"



MONUMENT POINT TABLE

POINT	NORTHING	EASTING	ELEVATION	STATION	OFFSET	DESCRIPTION
1043	1648579.613'	351006.200'	-	-	-	FND 1" AXLE (NO IDENTIFICATION)
1048	1648495.929'	356334.907'	-	-	-	FND 1.5" IP (NO IDENTIFICATION)
1052	1649405.790'	353648.800'	-	521+89.78	36.61' LT	FND 1/2" IRC "LB 5979"
1053	1649281.836'	353646.830'	-	520+65.81	36.36' LT	FND 1/2" IR (NO IDENTIFICATION)
1054	1649157.935'	353644.994'	-	519+41.72	35.68' LT	FND 1/2" IRC "LB 5979"
1055	1649034.018'	353643.139'	-	518+17.79	34.69' LT	FND 5/8" IRC "LB 3715"
1056	1648972.557'	353642.333'	-	517+56.33	34.09' LT	FND 1/2" IRC "LB 707"
1057	1648910.140'	353641.260'	-	516+93.90	33.73' LT	FND 5/8" IRC "LB 3715"
1059	1648724.163'	353638.485'	-	515+07.91	32.21' LT	FND 5/8" IRC "LB 3715"
2007	1649198.265'	353696.177'	-	519+83.21	14.56' RT	FND 5/8" IR (NO IDENTIFICATION)
11960	1648538.460'	353661.088'	-	513+22.78	05.38' LT	FND 1/4" IR (NO IDENTIFICATION)

MONUMENT POINT TABLE

POINT	NORTHING	EASTING	ELEVATION	STATION	OFFSET	DESCRIPTION
1061	1647878.331'	353618.016'	-	506+61.39	27.17' LT	FND 5/8" IRC "FARBAR LB 4709"
1062	1647736.362'	353616.039'	-	505+29.54	24.17' LT	FND 5/8" IRC "FARBAR LB 4709"
1063	1647629.689'	353594.299'	-	504+12.89	42.52' LT	FND 5/8" IRC "FARBAR LB 4709"
1064	1647424.558'	353601.235'	-	502+07.91	32.04' LT	FND 5/8" IRC "FARBAR LB 4709"
1065	1647424.603'	353591.209'	-	502+07.78	42.07' LT	FND 5/8" IRC "FARBAR LB 4709"
1066	1647256.927'	353570.023'	-	500+39.76	60.35' LT	FND 5/8" IRC "FARBAR LB 4709"
2002	1647614.477'	353666.665'	-	503+98.93	30.10' RT	FND 5/8" IRC "FARBAR LB 4709"
2003	1647874.239'	353683.994'	-	506+59.79	38.91' RT	FND 5/8" IRC "LB 3715"

SHEET 2 OF 5

RIGHT OF WAY SURVEY
WITH MAINTENANCE LIMITS
MICRO RACETRACK ROAD

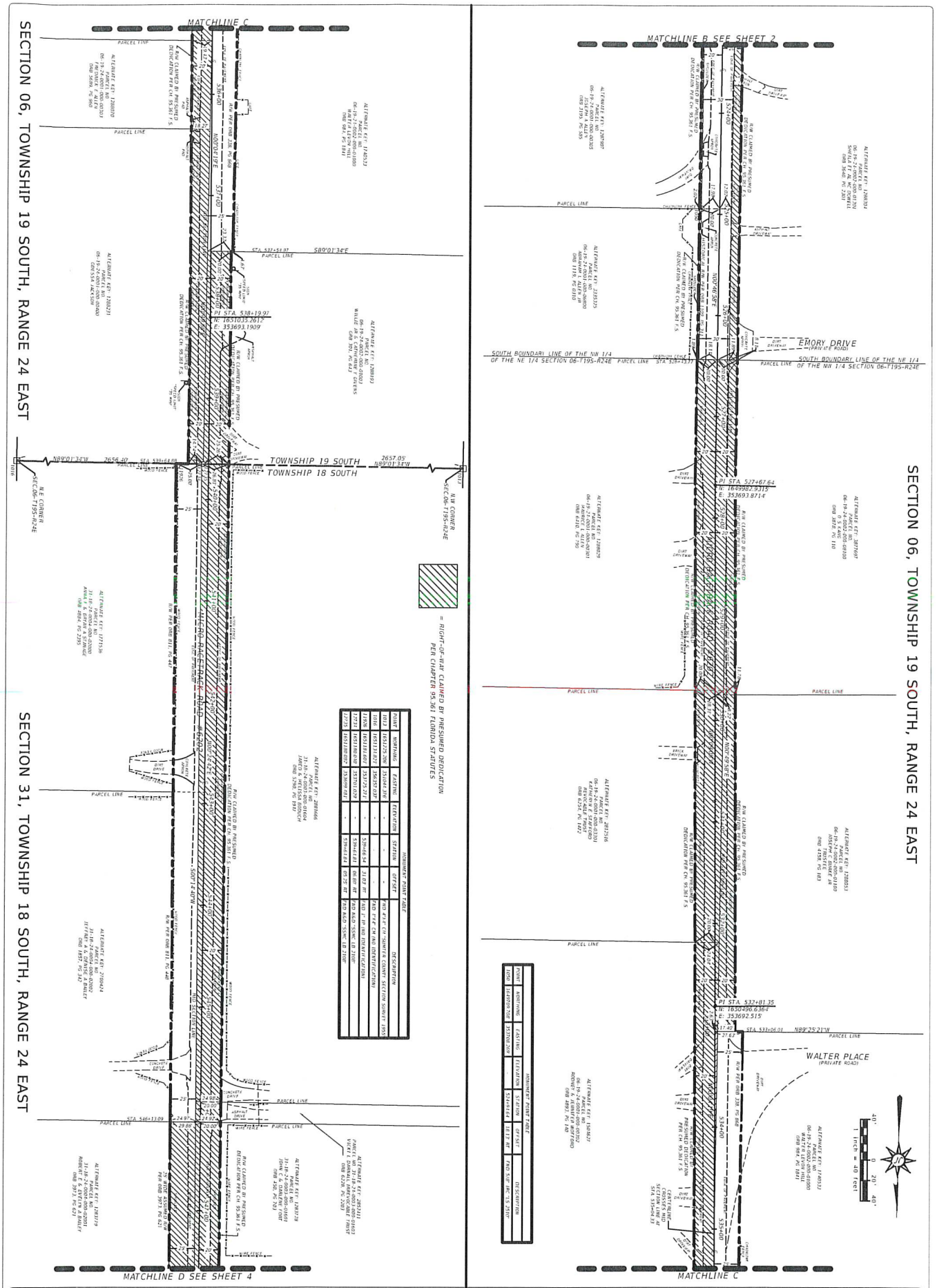
SECTIONS 06-T19S-R24E / 30&31-T18S-R24E
JOB #: 24016
FILE #: 1L-2025.026
F.B./PG: N/A
SURVEY DATE: 12/11/2025
DWG. FILE: 24016-MM.DWG
DRAWN BY: J. COOPER
APPROVED BY: C. MELVIN

REVISION:
DATE:
REVISION:
DATE:
REVISION:
DATE:

LAKE COUNTY, FL

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
SURVEYING SECTION
350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778

"EXHIBIT A"



SECTIONS 06-T19S-R24E / 30&31-T18S-R24E	
JOB #: 24016	
FILE #: 1L-2025.026	REVISION: DATE:
F.B./PG: N/A	
SURVEY DATE: 12/11/2025	REVISION: DATE:
DWG. FILE: 24016-MM.DWG	
DRAWN BY: J. COOPER	REVISION: DATE:
APPROVED BY: C. MELVIN	

RIGHT OF WAY SURVEY
WITH MAINTENANCE LIMITS
MICRO RACETRACK ROAD

SHEET 3 OF 5

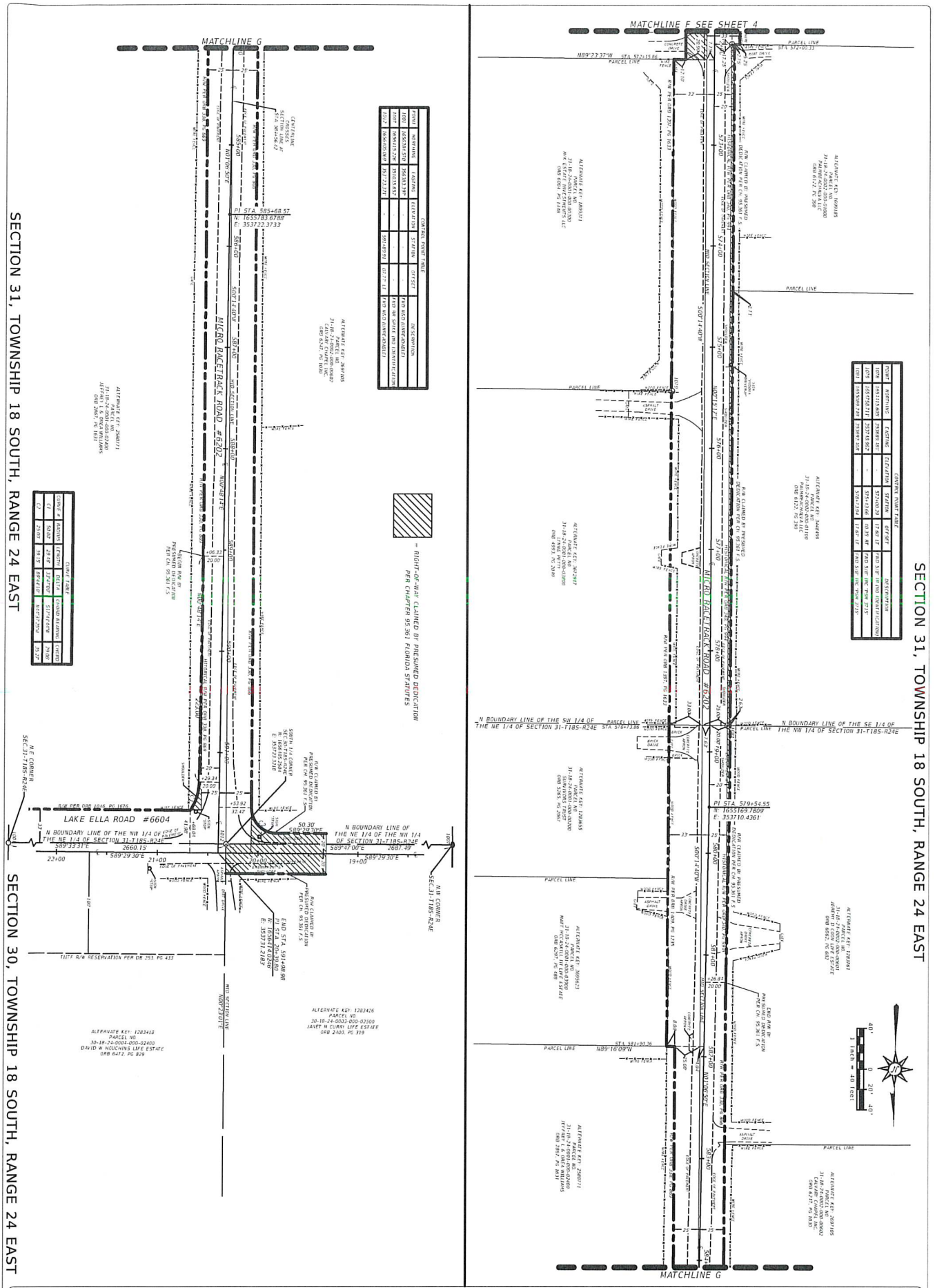
LAKE COUNTY, FL

LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
SURVEYING SECTION
350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778

"EXHIBIT A"

MATCHLINE E
MATCHLINE D SEE SHEET 3
MATCHLINE F SEE SHEET 5
MATCHLINE E
SECTION 31, TOWNSHIP 18 SOUTH, RANGE 24 EAST
SECTION 31, TOWNSHIP 18 SOUTH, RANGE 24 EAST
= RIGHT-OF-WAY CLAIMED BY PRESUMED DEDICATION PER CHAPTER 95.361 FLORIDA STATUTES
SUGARFOOT LANE
(PUBLIC ROAD, NOT COUNTY MAINTAINED)
CATO RANCH ROAD
(PUBLIC ROAD, NOT COUNTY MAINTAINED)
MICRO RACETRACK ROAD #6202
PI STA. 565+01.88
N: 1653717.1172
E: 353703.9756
PI STA. 547+69.31
N: 1651984.5705
E: 353700.0102
PI STA. 553+86.87
N: 1652602.1322
E: 353698.3967
PI STA. 556+89.54
N: 1653204.7883
E: 353701.379
N BOUNDARY LINE OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31-T18S-R24E
N BOUNDARY LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 31-T18S-R24E
N BOUNDARY LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 31-T18S-R24E
E. 1/4 CORNER SEC.31-T18S-R24E
W. 1/4 CORNER SEC.31-T18S-R24E
R/W PER ORB 1095, PG 739
R/W PER ORB 998, PG 1789 & 1790
R/W PER ORB 1100, PG 1519
R/W PER ORB 1100, PG 1519
R/W PER ORB 5082, PG 1961
R/W PER ORB 5082, PG 1961
R/W PER ORB 336, PG 810
R/W PER ORB 336, PG 810
R/W PER ORB 336, PG 810
R/W PER ORB 336, PG 810
R/W PER ORB 5082, PG 1961
R/W PER ORB 5082, PG 1961
R/W CLAIMED BY PRESUMED DEDICATION PER CH. 95.361 F.S.

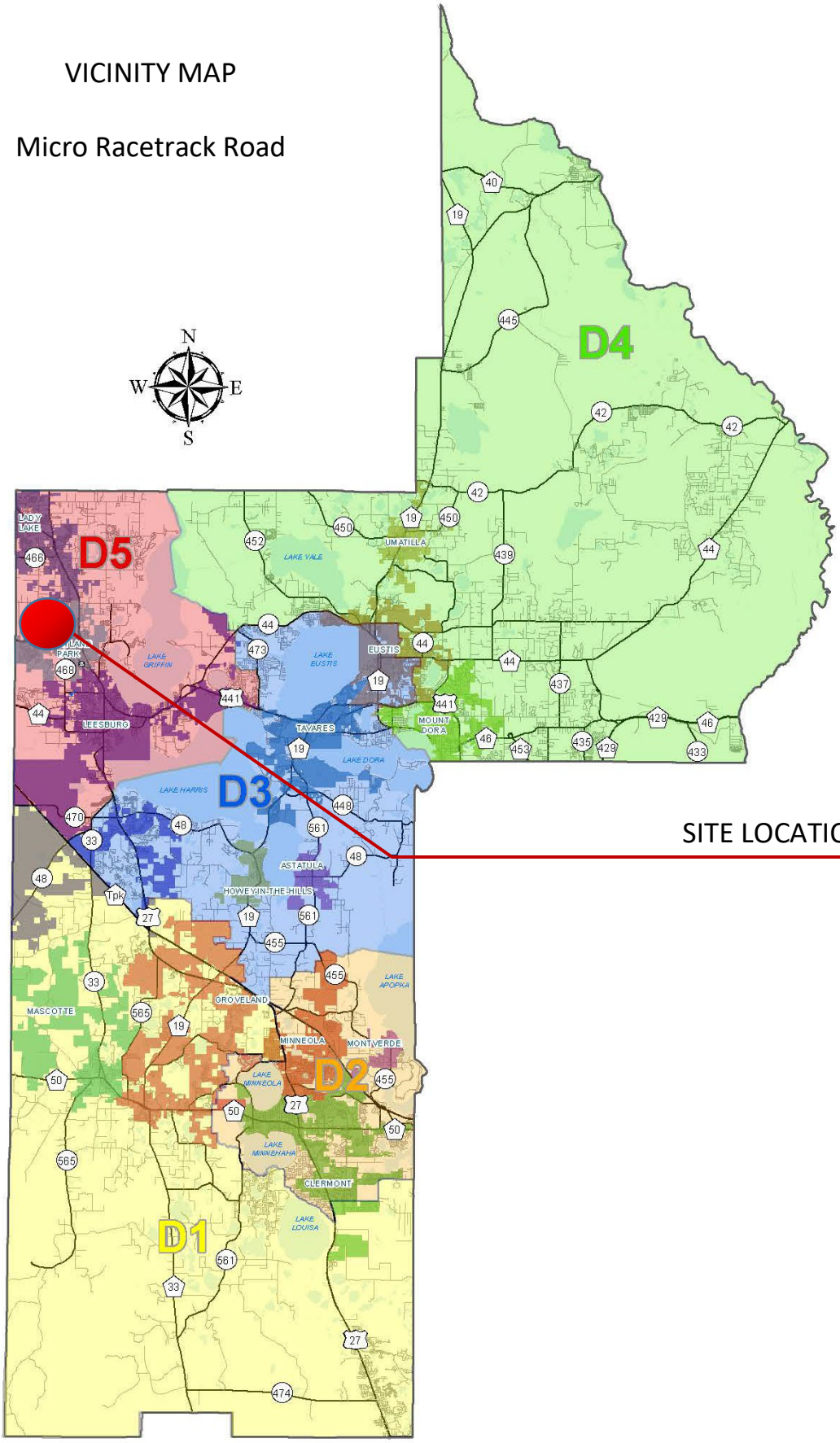
"EXHIBIT A"



SHEET	RIGHT OF WAY SURVEY WITH MAINTENANCE LIMITS MICRO RACETRACK ROAD	SECTIONS 06-T19S-R24E / 30&31-T18S-R24E	LAKE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION SURVEYING SECTION 350 N. SINCLAIR AVE., TAVARES, FLORIDA 32778
5 OF 5		JOB #: 24016	
		FILE #: 1L-2025026	REVISION: DATE:
		F.B./PG: N/A	
		SURVEY DATE: 12/11/2025	REVISION: DATE:
		DWG. FILE: 24016-MM.DWG	
		DRAWN BY: J. COOPER	REVISION: DATE:
		APPROVED BY: C. MELVIN	

VICINITY MAP

Micro Racetrack Road



Micro Racetrack Road

Lake Ella Road
Micro Racetrack Road
CR 466A
Commissioner
District # 5
Timothy Morris
MARIANO LN
OAK ST
LAKE GRIFFIN RD
E HERMOSA ST
E LADY LAKE BLVD
HWY 466
VIA SAN POLO
HAMMOCK OAKS BLVD
LITTLE DIRT RD
KEYSTONE LN
SUNSHOWER LN
ANDERSON LN
SKYLINE DR
FIRST DR
EDWARDS RD
GRIFFIN VIEW DR
DARCY RD
BUCKEYE DR
RIX RD
EAGLES NEST RD
SOUTH GRAYS AIRPORT RD
LINMAR AVE
LIVE OAK DR
REGISTER RD
COOKE DR
SHILOH ST
MILLER BLVD
W MILLER ST
PINE RIDGE DAIRY RD
PALM ST
TROUT AVE
EDEN DR
MOSS AVE
MYRTLE LAKE AVE
DAYBREAK DR
PRIVATE DR
NORTH AVE
LEWIS RD
TALLY RD
EAGLES LNDG
PENNYBROOKE PKY
TRAILWOOD DR
OAKPARK DR
ALI BRANDI RD
WHITNEY RD
VEECH RD
JONES DR
GRIFFIN RD
BERDETTA ST
COLONIAL ST
WESTSIDE DR
CENTER ST
MARSHALL DR
CR 466A
CR 466
CR 466A
CR 466
CR 466A
CR 466

Micro Racetrack Road (6202) - Prior Work History

Department	Task ID	Asset	Activity	Actual Start Date	Actual Stop Date	Notes
MA1	4908	1-6202-03	VEG Mowing Cycle	6/1/2011	6/1/2011	
MA1	12595	1-6202-03	VEG Mowing Cycle	7/20/2011	7/20/2011	
MA1	22267	1-6202-03	VEG Mowing Cycle	9/22/2011	9/22/2011	
MA1	26701	1-6202-03	VEG Mowing Cycle	10/18/2011	10/18/2011	
MA1	28128	1-6202-03	ASP Patching	10/26/2011	10/26/2011	Repaired edges with asphalt.
MA1	30077	1-6202-03	ASP Patching	11/3/2011	11/3/2011	Repaired potholes.
MA1	30667	1-6202-03	VEG Mowing Cycle	11/8/2011	11/8/2011	
MA1	33311	1-6202-03	SHD Build-Up Shoulder	11/23/2011	11/23/2011	Filled in shoulder with Millings. / TA-11:00AM TD- 4:00.PM.
MA1	33620	1-6202-03	SHD Build-Up Shoulder	11/29/2011	11/29/2011	
MA1	39819	1-6202-03	RDS Litter Pick Up	2/10/2012	2/10/2012	
MA1	39841	1-6202-03	RDS Litter Pick Up	2/10/2012	2/15/2012	
MA1	45343	1-6202-03	ASP Patching	4/3/2012	4/3/2012	
MA1	50323	1-6202-03	VEG Mowing Cycle	4/25/2012	4/25/2012	
MA1	56611	1-6202-03	VEG Mowing Cycle	6/5/2012	6/5/2012	
MA1	63205	1-6202-03	VEG Mowing Cycle	7/17/2012	7/17/2012	
MA1	67489	1-6202-03	VEG Mowing Cycle	8/8/2012	8/8/2012	
MA1	73620	1-6202-03	VEG Mowing Cycle	9/13/2012	9/13/2012	
MA1	79818	1-6202-03	VEG Mowing Cycle	10/17/2012	10/17/2012	
MA1	80533	1-6202-03	ASP Patching	10/25/2012	10/25/2012	
MA1	86995	1-6202-03	ASP Patching	1/10/2013	1/10/2013	0/10/13 - Citizen was referred to MA1 by Jim Stivender.
MA1	87934	1-6202-03	ASP Patching	1/25/2013	1/25/2013	
MA1	88271	1-6202-03	ASP Patching	1/29/2013	1/29/2013	
MA1	88430	1-6202-03	SHD Build-Up Shoulder	1/31/2013	1/31/2013	
MA1	88632	1-6202-03	ASP Patching	2/5/2013	2/5/2013	
MA1	88766	1-6202-03	ASP Patching	2/6/2013	2/6/2013	
MA1	89988	1-6202-03	RDS Litter Pick Up	2/25/2013	2/25/2013	
MA1	97830	1-6202-03	VEG Mowing Cycle	4/23/2013	4/23/2013	
MA1	104523	1-6202-03	VEG Mowing Cycle	5/29/2013	5/29/2013	
MA1	104717	1-6202-03	RDS Litter Pick Up	5/30/2013	5/30/2013	
MA1	105298	1-6202-03	ASP Patching	6/4/2013	6/4/2013	
MA1	593078	1-6202-03	Inspect	6/5/2013	6/5/2013	
MA1	108315	1-6202-03	ASP Patching	6/19/2013	6/19/2013	
MA1	108682	1-6202-03	ASP Patching	6/20/2013	6/20/2013	
MA1	108686	1-6202-03	ASP Patching	6/20/2013	6/20/2013	
MA1	108865	1-6202-03	ASP Patching	6/21/2013	6/21/2013	
MA1	110636	1-6202-03	VEG Mowing Cycle	7/3/2013	7/3/2013	

Department	Task ID	Asset	Activity	Actual Start Date	Actual Stop Date	Notes
MA1	117790	1-6202-03	VEG Mowing Cycle	8/8/2013	8/8/2013	
MA1	122625	1-6202-03	VEG Mowing Cycle	9/10/2013	9/10/2013	
MA1	130415	1-6202-03	VEG Mowing Cycle	10/24/2013	10/24/2013	
MA1	130479	1-6202-03	RDS Litter Pick Up	10/25/2013	10/25/2013	
MA1	139212	1-6202-03	RDS Driveway Permit Inspection	2/10/2014	2/10/2014	
MA1	140487	1-6202-03	RDS Litter Pick Up	2/21/2014	2/21/2014	
MA1	598014	1-6202-03	Inspect	3/6/2014	3/6/2014	
MA1	143513	1-6202-03	ASP Patching	3/12/2014	3/12/2014	
MA1	145600	1-6202-03	SHD Build-Up Shoulder	3/20/2014	3/20/2014	
MA1	150937	1-6202-03	RDS Litter Pick Up	4/18/2014	4/18/2014	
MA1	151268	1-6202-03	VEG Mowing Cycle	4/22/2014	4/22/2014	
MA1	158772	1-6202-03	VEG Mowing Cycle	6/5/2014	6/5/2014	
MA1	164992	1-6202-03	VEG Mowing Cycle	7/10/2014	7/10/2014	
MA1	170936	1-6202-03	VEG Mowing Cycle	8/12/2014	8/12/2014	
MA1	170969	1-6202-03	VEG Mowing Cycle	8/12/2014	8/12/2014	
MA1	182611	1-6202-03	VEG Mowing Cycle	10/23/2014	10/23/2014	
MA1	186776	1-6202-03	TRE Trimming	11/13/2014	11/13/2014	
MA1	188219	1-6202-03	SHD Build-Up Shoulder	11/25/2014	11/25/2014	
MA1	189139	1-6202-03	ASP Patching	12/5/2014	12/5/2014	
MA1	190722	1-6202-03	RDS Litter Pick Up	12/16/2014	12/16/2014	
MA1	195286	1-6202-03	ASP Patching	2/13/2015	2/13/2015	
MA1	604927	1-6202-03	Inspect	3/2/2015	3/2/2015	
MA1	208310	1-6202-03	ASP Patching	4/22/2015	4/22/2015	
MA1	209506	1-6202-03	VEG Mowing Cycle	4/30/2015	4/30/2015	
MA1	216380	1-6202-03	VEG Mowing Cycle	6/3/2015	6/3/2015	
MA1	218207	1-6202-03	RDS Driveway Permit Inspection	6/11/2015	6/11/2015	
MA1	219728	1-6202-03	RDS Driveway Permit Inspection	6/17/2015	6/17/2015	
MA1	221169	1-6202-03	VEG Mowing Cycle	6/25/2015	6/25/2015	
MA1	227737	1-6202-03	VEG Mowing Cycle	7/30/2015	7/30/2015	
MA1	227992	1-6202-03	SHD Build-Up Shoulder	8/1/2015	8/1/2015	
MA1	234525	1-6202-03	VEG Mowing Cycle	9/1/2015	9/1/2015	
MA1	243154	1-6202-03	VEG Mowing Cycle	10/20/2015	10/20/2015	
MA1	246612	1-6202-03	ASP Patching	11/4/2015	11/4/2015	
MA1	248763	1-6202-03	ASP Patching	11/18/2015	11/18/2015	
MA1	249068	1-6202-03	ASP Patching	11/20/2015	11/20/2015	
MA1	252534	1-6202-03	ASP Patching	12/23/2015	12/23/2015	
MA1	260095	1-6202-03	RDS Litter Pick Up	3/11/2016	3/11/2016	

Department	Task ID	Asset	Activity	Actual Start Date	Actual Stop Date	Notes
MA1	268387	1-6202-03	RDS Litter Pick Up	4/13/2016	4/13/2016	
MA1	618668	1-6202-01	Inspect	4/13/2016	4/13/2016	
MA1	618669	1-6202-02	Inspect	4/13/2016	4/13/2016	
MA1	618670	1-6202-03	Inspect	4/13/2016	4/13/2016	
MA1	271333	1-6202-03	VEG Mowing Cycle	4/26/2016	4/26/2016	
MA1	271355	1-6202-03	RDS Litter Pick Up	4/26/2016	4/26/2016	
MA1	275641	1-6202-03	SHD Build-Up Shoulder	5/17/2016	5/17/2016	
MA1	280992	1-6202-03	VEG Mowing Cycle	6/16/2016	6/16/2016	
MA1	291737	1-6202-03	VEG Mowing Cycle	8/11/2016	8/11/2016	
MA1	301031	1-6202-01	RDS Storm Debris Pick Up	10/7/2016	10/7/2016	
MA1	302577	1-6202-03	VEG Mowing Cycle	10/13/2016	10/13/2016	
MA1	316646	1-6202-01	ASP Patching	2/10/2017	2/10/2017	
MA1	316647	1-6202-01	ASP Patching	2/10/2017	2/10/2017	
MA1	620304	1-6202-01	Inspect	2/22/2017	2/22/2017	
MA1	620305	1-6202-02	Inspect	2/22/2017	2/22/2017	
MA1	620306	1-6202-03	Inspect	2/22/2017	2/22/2017	
MA1	320209	1-6202-01	RDS Litter Pick Up	2/27/2017	2/27/2017	
MA1	332637	1-6202-03	VEG Mowing Cycle	5/4/2017	5/4/2017	
MA1	342052	1-6202-03	VEG Mowing Cycle	6/27/2017	6/27/2017	
MA1	350263	1-6202-03	VEG Mowing Cycle	8/15/2017	8/15/2017	
MA1	353463	1-6202-01	ASP Patching	8/30/2017	8/30/2017	
MA1	363457	1-6202-01	SHD Build-Up Shoulder	11/7/2017	11/7/2017	
MA1	363458	1-6202-01	SHD Build-Up Shoulder	11/7/2017	11/7/2017	
MA1	363819	1-6202-01	SHD Build-Up Shoulder	11/8/2017	11/8/2017	
MA1	363832	1-6202-01	ASP Patching	11/8/2017	11/8/2017	
MA1	364017	1-6202-01	SHD Build-Up Shoulder	11/9/2017	11/9/2017	
MA1	364019	1-6202-01	ASP Patching	11/9/2017	11/9/2017	
MA1	364049	1-6202-01	SHD Build-Up Shoulder	11/10/2017	11/10/2017	
MA1	364168	1-6202-01	SHD Build-Up Shoulder	11/13/2017	11/13/2017	
MA1	365064	1-6202-01	SHD Build-Up Shoulder	11/16/2017	11/16/2017	
MA1	374451	1-6202-01	RDS Litter Pick Up	2/7/2018	2/7/2018	
MA1	628985	1-6202-01	Inspect	2/22/2018	2/22/2018	
MA1	628986	1-6202-02	Inspect	2/22/2018	2/22/2018	
MA1	628987	1-6202-03	Inspect	2/22/2018	2/22/2018	
MA1	386682	1-6202-01	RDS Litter Pick Up	4/23/2018	4/23/2018	
MA1	387051	1-6202-03	VEG Mowing Cycle	4/25/2018	4/25/2018	
MA1	388592	1-6202-01	SHD Build-Up Shoulder	5/2/2018	5/2/2018	

Department	Task ID	Asset	Activity	Actual Start Date	Actual Stop Date	Notes
MA1	640698	1-6202-01	SHD Drop-Off Shoulder	6/4/2018	6/4/2018	
MA1	640900	Non-Asset	RDS Litter Pick Up	6/7/2018	6/7/2018	
MA1	641216	1-6202-01	VEG Mowing Cycle	6/8/2018	6/8/2018	
MA1	720081	Non-Asset	VEG Mowing	7/11/2018	7/11/2018	
MA1	722025	1-6202-01	VEG Mowing Cycle	7/25/2018	7/25/2018	
MA1	722127	1-6202-01	VEG Mowing Cycle	7/26/2018	7/26/2018	
MA1	722118	Non-Asset	RDS Litter Pick Up	7/26/2018	7/26/2018	
MA1	729343	1-6202-01	VEG Mowing Cycle	9/21/2018	9/21/2018	
MA1	735411	1-6202-01	SHD Build-Up Shoulder	11/2/2018	11/5/2018	
MA1	736244	Non-Asset	RDS Litter Pick Up	11/8/2018	11/8/2018	
MA1	737176	1-6202-01	ASP Patching	11/13/2018	11/15/2018	
MA1	737505	1-6202-01	VEG Mowing Cycle	11/14/2018	11/14/2018	
MA1	737518	1-6202-01	VEG Mowing Cycle	11/15/2018	11/15/2018	
MA1	737516	1-6202-01	SHD Build-Up Shoulder	11/15/2018	11/15/2018	
MA1	744517	Non-Asset	RDS Litter Pick Up	1/24/2019	1/24/2019	
MA1	746852	1-6202-01	ASP Patching	2/20/2019	3/2/2019	
MA1	763977	1-6202-03	ASP Pavement Inspection	3/18/2019	3/18/2019	
MA1	763979	1-6202-01	ASP Pavement Inspection	3/18/2019	3/18/2019	
MA1	763978	1-6202-02	ASP Pavement Inspection	3/18/2019	3/18/2019	
MA1	750465	Non-Asset	RDS Litter Pick Up	3/26/2019	3/26/2019	
MA1	756342	1-6202-01	VEG Mowing Cycle	4/24/2019	4/24/2019	
MA1	763896	Non-Asset	RDS Dead Animal Disposal	5/17/2019	5/17/2019	5-17-19: LCSO Call Out - dead pigs in the road.
MA1	768386	1-6202-01	VEG Mowing Cycle	6/11/2019	6/11/2019	
MA1	777002	1-6202-01	VEG Mowing Cycle	7/24/2019	7/24/2019	
MA1	789545	1-6202-01	VEG Mowing Cycle	10/15/2019	10/15/2019	
MA1	789978	1-6202-01	VEG Mowing Cycle	10/17/2019	10/17/2019	
MA1	794881	1-6202-01	ASP Patching	11/17/2019	11/17/2019	
MA1	817188	1-6202-03	ASP Pavement Inspection	3/6/2020	3/6/2020	
MA1	814132	Non-Asset	RDS Litter Pick Up	4/10/2020	4/10/2020	
MA1	817871	Non-Asset	RDS Litter Pick Up	4/27/2020	4/27/2020	
MA1	818814	1-6202-01	VEG Mowing Cycle	4/29/2020	4/29/2020	
MA1	819123	1-6202-01	VEG Mowing Cycle	4/30/2020	4/30/2020	
MA1	828848	1-6202-01	VEG Mowing Cycle	7/2/2020	7/2/2020	
MA1	832115	1-6202-01	ASP Patching	8/6/2020	8/6/2020	08/06/2020 - Road was repaired with hot mix asphalt. DAB ticket #36315.
MA1	835124	1-6202-03	ASP Patching	9/3/2020	9/3/2020	09/03/2020 - Staff repaired drop-offs with hot mix asphalt. DAB Ticket #36835-1. NB
MA1	836085	1-6202-01	VEG Mowing Cycle	9/10/2020	9/10/2020	

Department	Task ID	Asset	Activity	Actual Start Date	Actual Stop Date	Notes
MA1	845078	1-6202-01	CLY Grading Cycle	11/30/2020	11/30/2020	
MA1	856359	1-6202-03	ASP Pavement Inspection	3/9/2021	4/21/2021	
MA1	855916	1-6202-01	ASP Pavement Inspection	3/9/2021	5/6/2021	
MA1	856787	1-6202-02	ASP Pavement Inspection	3/9/2021	5/6/2021	
MA1	858676	1-6202-02	ASP Patching	3/15/2021	3/15/2021	
MA1	859357	1-6202-02	ASP Patching	3/15/2021	3/15/2021	03/15/2021 - Task is duplicate.
MA1	870999	Non-Asset	TRE Trimming	5/13/2021	5/13/2021	5/13/2021 - Staff trimmed back tree at the intersection of Micro Racetrack Road and Cato Ranch Road for better visibility. NB
MA1	876528	1-6202-01	VEG Mowing Cycle	6/22/2021	6/22/2021	
MA1	876787	1-6202-01	VEG Mowing Cycle	6/23/2021	6/23/2021	
MA1	883089	1-6202-02	ASP Patching	8/17/2021	8/17/2021	08/17/2021 - Staff repaired broken edges and drop-offs with 2 tons of hot mix asphalt, CW Roberts Ticket #37162882. NB
MA1	883087	1-6202-01	ASP Patching	8/17/2021	8/17/2021	08/17/2021 - Staff repaired broken edges and drop-offs with 2 tons of hot mix asphalt, CW Roberts Ticket #37162882. NB
MA1	883088	1-6202-03	ASP Patching	8/17/2021	8/17/2021	08/17/2021 - Staff repaired broken edges and drop-offs with 2 tons of hot mix asphalt, CW Roberts Ticket #37162882. NB
MA1	883737	1-6202-01	ASP Patching	8/26/2021	8/26/2021	8/26/21 -Staff repaired drop-offs and broken edges with 1 ton of hot mix asphalt, CW Roberts Ticket #37163477. NB
MA1	884003	1-6202-03	ASP Patching	9/1/2021	9/1/2021	
MA1	884002	1-6202-01	ASP Patching	9/1/2021	9/1/2021	
MA1	884004	1-6202-02	ASP Patching	9/1/2021	9/1/2021	
MA1	885300	1-6202-01	VEG Mowing Cycle	9/21/2021	9/21/2021	
MA1	885592	1-6202-01	VEG Mowing Cycle	9/23/2021	9/23/2021	
MA1	886492	1-6202-02	ASP Patching	10/6/2021	10/6/2021	10/06/21 - Staff repaired potholes on Micro Racetrack at the intersection of Cato Ranch Rd with 1 ton of hot mix asphalt, CW Roberts Ticket #37165505. NB
MA1	892546	1-6202-03	ASP Patching	1/4/2022	1/4/2022	1/4/22 - Staff repaired a drop-off at the intersection of Lake Ella Road and Micro Racetrack Road. The repairs were made with 2 tons of hot mix asphalt, CW Roberts Ticket #37170295. NB
MA1	895321	Non-Asset	RDS Litter Pick Up	2/4/2022	2/4/2022	
MA1	900403	1-6202-02	ASP Pavement Inspection	3/22/2022	4/18/2022	
MA1	899972	1-6202-03	ASP Pavement Inspection	3/22/2022	4/18/2022	
MA1	899525	1-6202-01	ASP Pavement Inspection	3/22/2022	4/18/2022	
MA1	905957	1-6202-02	ASP Patching	4/12/2022	4/12/2022	4/12/22 - Staff repaired potholes, washouts, and drop-offs on both sides of the road. The repairs were made with 5.05 tons of hot mix asphalt, CW Roberts Ticket #37176037. NB

Department	Task ID	Asset	Activity	Actual Start Date	Actual Stop Date	Notes
MA1	905956	1-6202-01	ASP Patching	4/12/2022	4/12/2022	4/12/22 - Staff repaired potholes, washouts, and drop-offs on both sides of the road. The repairs were made with 5.05 tons of hot mix asphalt, CW Roberts Ticket #37176037. NB
MA1	909644	Non-Asset	RDS Litter Pick Up	5/11/2022	5/11/2022	5/11/22 - Staff removed 25 bags worth of litter from the Right of Way. NB
MA1	909645	Non-Asset	VEG Mowing	5/11/2022	5/11/2022	5/11/22 - Staff mowed overgrown grass. NB
MA1	911959	Non-Asset	RDS Litter Pick Up	5/31/2022	5/31/2022	05/31/22 - Staff removed 5 bags of litter from the Right of Way. NB
MA1	931870	1-6202-03	ASP Patching	1/19/2023	1/19/2023	01/19/23 - Staff repaired drop-offs in front of address 36600 Micro Racetrack Road. The repairs were made with .25 tons of hot mix asphalt, CW Roberts Ticket #50001463. NB
MA1	935137	1-6202-03	ASP Pavement Inspection	4/17/2023	6/13/2023	
MA1	935575	1-6202-02	ASP Pavement Inspection	4/17/2023	6/13/2023	
MA1	934682	1-6202-01	ASP Pavement Inspection	4/17/2023	6/13/2023	
MA1	958027	Non-Asset	RDS Litter Pick Up	8/21/2023	8/21/2023	08/21/23 - Staff removed litter dumped in the RW of Micro Racetrack Road in front of the race track. NB
MA1	978578	1-6202-03	ASP Patching	1/25/2024	3/5/2024	1/25/24 - Staff repaired and started repairing potholes and drop-offs throughout Micro Racetrack Road. The repairs were made with .37 tons of hot mix asphalt, CW Roberts Ticket #50027427. NB
MA1	978997	Non-Asset	RDS Driveway Permit Inspection	2/6/2024	2/6/2024	
MA1	981375	1-6202-03	ASP Pavement Inspection	2/29/2024	4/16/2024	
MA1	980919	1-6202-01	ASP Pavement Inspection	2/29/2024	4/16/2024	
MA1	981819	1-6202-02	ASP Pavement Inspection	2/29/2024	4/16/2024	
MA1	997142	1-6202-03	ASP Patching	4/19/2024	4/19/2024	04/19/24 - Staff repaired a pothole on Mirco Racetrack Road. The repairs were made with 1 bag of cold patch. NB
MA1	997809	1-6202-03	ASP Patching	4/26/2024	4/26/2024	04/26/24 - Staff repaired to the asphalt on Micro Racetrack Road and Veech Road. The repairs were made with 3 bags of cold patch. NB
MA1	1001696	1-6202-01	ASP Patching	6/10/2024	6/10/2024	06/10/24 - Staff made repairs to the asphalt on Micro Racetrack Road with 3 bags of cold patch. NB
MA1	1001698	1-6202-02	ASP Patching	6/10/2024	6/10/2024	06/10/24 - Staff made repairs to the asphalt on Micro Racetrack Road with 3 bags of cold patch. NB
MA1	1001697	1-6202-03	ASP Patching	6/10/2024	6/10/2024	06/10/24 - Staff made repairs to the asphalt on Micro Racetrack Road with 3 bags of cold patch. NB
MA1	1003305	1-6202-03	ASP SHD Repair	6/25/2024	6/25/2024	06/25/24 - Staff made repairs to the edge/shoulder of Micro Racetrack Road. The repairs were made with 2 tons of hot mix asphalt, CW Roberts Ticket #50041192. NB
MA1	1003304	1-6202-01	ASP SHD Repair	6/25/2024	6/25/2024	06/25/24 - Staff made repairs to the edge/shoulder of Micro Racetrack Road. The repairs were made with 2 tons of hot mix asphalt, CW Roberts Ticket #50041192. NB

Department	Task ID	Asset	Activity	Actual Start Date	Actual Stop Date	Notes
MA1	1003306	1-6202-02	ASP SHD Repair	6/25/2024	6/25/2024	06/25/24 - Staff made repairs to the edge/shoulder of Micro Racetrack Road. The repairs were made with 2 tons of hot mix asphalt, CW Roberts Ticket #50041192. NB
MA1	1003910	1-6202-03	ASP Patching	7/1/2024	7/1/2024	07/01/24 - Staff made repairs to the asphalt on Micro Racetrack Road. The repairs were made with 2.98 tons of hot mix asphalt, CW Roberts Ticket #50041596. NB
MA1	1003911	1-6202-02	ASP Patching	7/1/2024	7/1/2024	07/01/24 - Staff made repairs to the asphalt on Micro Racetrack Road. The repairs were made with 2.98 tons of hot mix asphalt, CW Roberts Ticket #50041596. NB
MA1	1003909	1-6202-01	ASP Patching	7/1/2024	7/1/2024	07/01/24 - Staff made repairs to the asphalt on Micro Racetrack Road. The repairs were made with 2.98 tons of hot mix asphalt, CW Roberts Ticket #50041596. NB
MA1	1017173	1-6202-01	ASP Patching	9/13/2024	9/13/2024	09/13/24 - Staff repaired the asphalt along Micro Racetrack Road. The repairs were made with 3.5 bags of cold patch. NB
MA1	1017172	1-6202-02	ASP Patching	9/13/2024	9/13/2024	09/13/24 - Staff repaired the asphalt along Micro Racetrack Road. The repairs were made with 3.5 bags of cold patch. NB
MA1	1018147	1-6202-03	ASP Patching	9/23/2024	9/23/2024	09/23/24 - Staff repaired bad potholes at the intersection of Micro Racetrack Road and Lake Ella Road. The repairs were made with 1 ton of hot mix asphalt, CW Roberts Ticket #50046017. NB
MA1	1018252	1-6202-03	ASP Patching	9/24/2024	9/24/2024	09/2/24 - Staff repaired the asphalt on Micro Racetrack Road. The repairs were made with 0.5 tons of hot mix asphalt. NB
MA1	1018253	1-6202-02	ASP Patching	9/24/2024	9/24/2024	09/2/24 - Staff repaired the asphalt on Micro Racetrack Road. The repairs were made with 0.5 tons of hot mix asphalt. NB
MA1	1018251	1-6202-01	ASP Patching	9/24/2024	9/24/2024	09/2/24 - Staff repaired the asphalt on Micro Racetrack Road. The repairs were made with 0.5 tons of hot mix asphalt. NB
MA1	1059220	1-6202-01	ASP Patching	9/22/2025	9/23/2025	09/22/25 - Staff repaired drop-offs along Micro Racetrack Road. The repairs were made with 5.8 tons of hot mix asphalt, CW Roberts Ticket #50070693. NB
MA1	1068173	1-6202-01	ASP Patching	1/6/2026	1/7/2026	01/06/26 - Staff repaired drop-offs with 1.5 tons of hot mix asphalt. Dexter Construction Asphalt Ticket #60973-22. NB
MA1	1071915	Non-Asset	TRE Trimming	1/29/2026	1/30/2026	01/29/26 - Overgrown tree limbs were trimmed back from the roadside along Micro Racetrack Road across from Walters Place. NB

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/27/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42846
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Sandy Beckett, Office Manager
SUBJECT: Road Transfer Agreement to City of Leesburg

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Road Transfer Agreement to transfer portions of Bridges Road, Busby Road, Dewey Robbins Road, Duncan Road, Fernery Road, Number Two Road, Poe Road, and Windmill Road to the City of Leesburg.

The estimated fiscal impact is $200 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 5.

BACKGROUND SUMMARY: Paragraph 3.e, Maintenance of ROW, of the Interlocal Service Boundary Agreement (ISBA) dated December 3, 2014, states that the City, upon annexation of a sum of greater than fifty percent (50%) of the existing frontage of properties abutting any road right-of-way, excluding a county four-lane or greater roadway, shall assume maintenance responsibility for such road segment. Therefore, the City of Leesburg seeks to assume jurisdiction over portions of Bridges Road, Busby Road, Dewey Robbins Road, Duncan Road, Fernery Road, Number Two Road, Poe Road, and Windmill Road.

Fiscal Impact: $200 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CTT	1120	5055100	830490		$200

Advertised Date: Paper:

Attachments:

1.	Road Transfer Agreement - Res 12,212
2.	Res 12,212
3.	Vicinity Map Leesburg
4.	Location Map

STAFF APPROVALS AND DATES:

Sandy Beckett Created/Initiated - 03/27/2026

Jeffrey Earhart	Approved - 03/27/2026
David Hill	Approved - 03/30/2026
Kerri Andrews	Approved - 03/30/2026
Grace Burgos	Approved - 04/03/2026
Roberto Bonilla	Approved - 04/03/2026
Rachel Bartolowits	Approved - 04/13/2026
Ron Falanga	Approved - 04/13/2026
Kandace Pourbaix	Approved - 04/13/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

ROAD TRANSFER AGREEMENT
(Related to the Interlocal Service Boundary Agreement dated December 3, 2014)

THIS IS A ROAD TRANSFER AGREEMENT ("Agreement") by and between Lake County, Florida, a political subdivision of the State of Florida ("County") and the City of Leesburg, a municipal corporation pursuant to the Laws of Florida, ("City"), collectively the "parties," regarding the transfer of jurisdiction and maintenance of certain specified roadways.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Paragraph 3.e, *Maintenance of ROW*, of the Interlocal Service Boundary Agreement (ISBA) dated December 3, 2014, states that the City, upon annexation of a sum of greater than fifty percent (50%) of the existing frontage of properties abutting any road right-of-way, excluding a county four-lane or greater roadway, shall assume maintenance responsibility for such road segment; and

WHEREAS, the County and the City desire to transfer jurisdiction of the roadways depicted in **Exhibit A,** attached hereto and incorporated herein, from the County to the City, to facilitate development occurring within the City; and

WHEREAS, the County and the City agree that entry of this Agreement between the parties benefits the residents of both jurisdictions and is in the best interests of the public health, safety and welfare of all residents of Lake County.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **County Obligations.** In accordance with Section 335.0415, Florida Statutes, the County transfers to the City any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the following roadways as depicted in

Exhibit A, attached hereto and incorporated herein, to include:

ROAD:	FROM:	TO:
Bridges Road	US 27	FL Turnpike (City Limits)
Busby Road	#2 Road	Terminus
Dewey Robbins Road	US 27	Terminus of ISBA
Duncan Road	Beginning (Dewey)	Terminus (BarKey)
Fernery Road	SR 44	City Limits
#2 Road	CR 48	Terminus of ISBA
Poe Road	SR 44	CR 473
Windmill Road	US 27	Terminus (Whispering Hills)

3. City Obligations.

A. As of the Effective Date as described herein, the City accepts any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the identified roadways and related right of ways.

B. The County will record an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, which shall be in substantially similar form to the Affidavit attached hereto and incorporated herein as **Exhibit B,** reflecting the effective date of the ownership and maintenance transfer. City will cooperate fully to execute this Affidavit and with any requests of County related to this Affidavit or such further transfer documents that County may deem necessary to effectuate this transfer.

4. Termination. This Agreement cannot be terminated unless mutually agreed upon by the parties in writing.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

6. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
Lake County
County Manager
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
Lake County
County Attorney
P.O. Box 7800
Tavares, Florida 32778

CITY
City of Leesburg
City Manager
501 West Meadow Street
P.O. Box 490630
Leesburg, FL 34749

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

C. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

7. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

8. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

9. Effective Date. This Agreement shall become effective upon the date the last party hereto executes it; however, the effective date of the transfers shall be the date of execution of the Affidavit Affecting Real Property, attached hereto as **Exhibit B**.

10. Exhibits. This Agreement includes the following exhibits, all of which are incorporated in this Agreement as essential and material terms

Exhibit A .....Location of Segments
Exhibit B.....Affidavit Affecting Real Property

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have signed and entered this agreement on the dates under each signature.

CITY

CITY OF LEESBURG

Allyson E. Berry, Mayor

This 23rd day of March, 2026.

ATTEST:

City Clerk

Approved as to form and legality:

Grant Watson Esq., City Attorney

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

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 – Page 1 of 8
Location of Segment to be Transferred

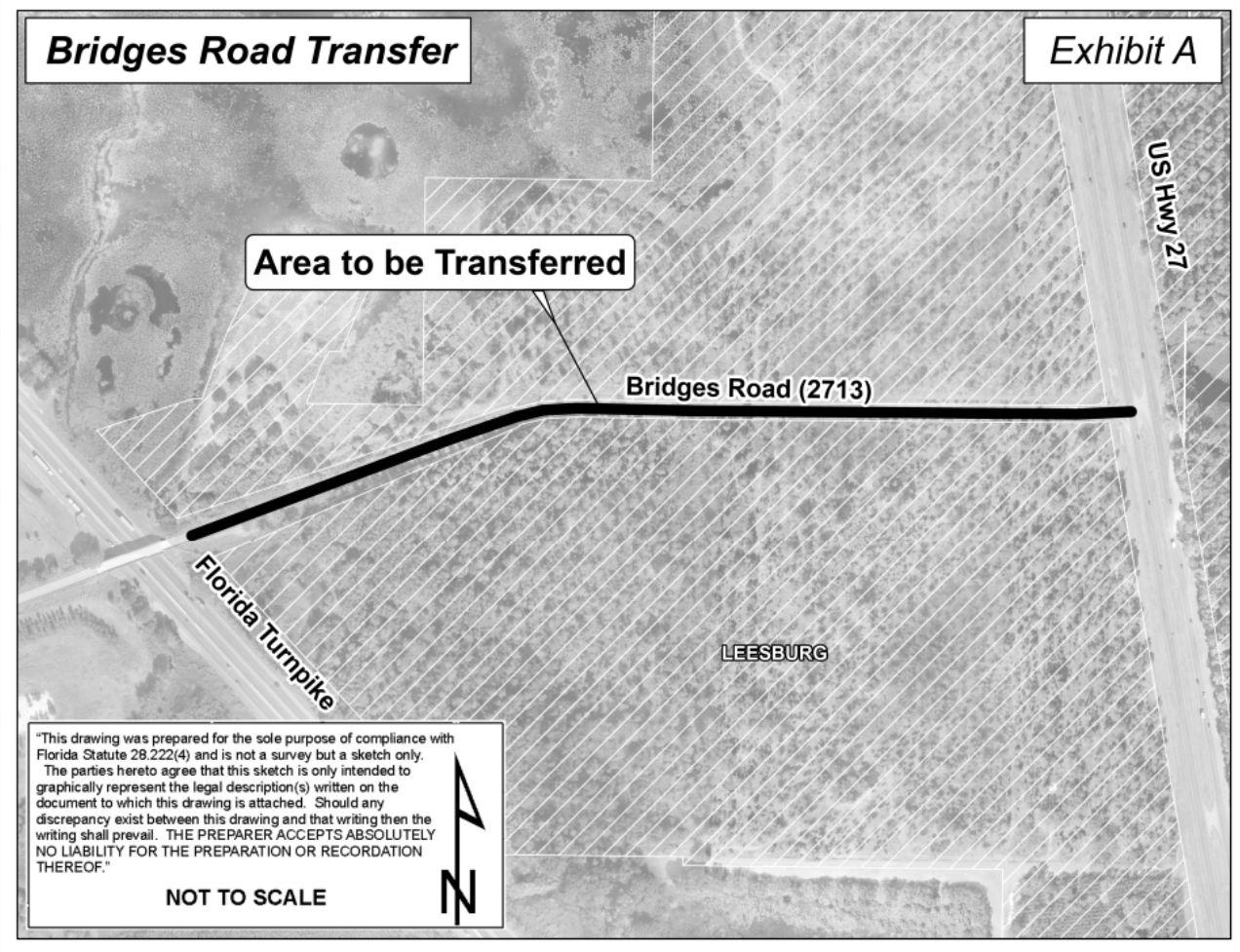


EXHIBIT A – Page 2 of 8
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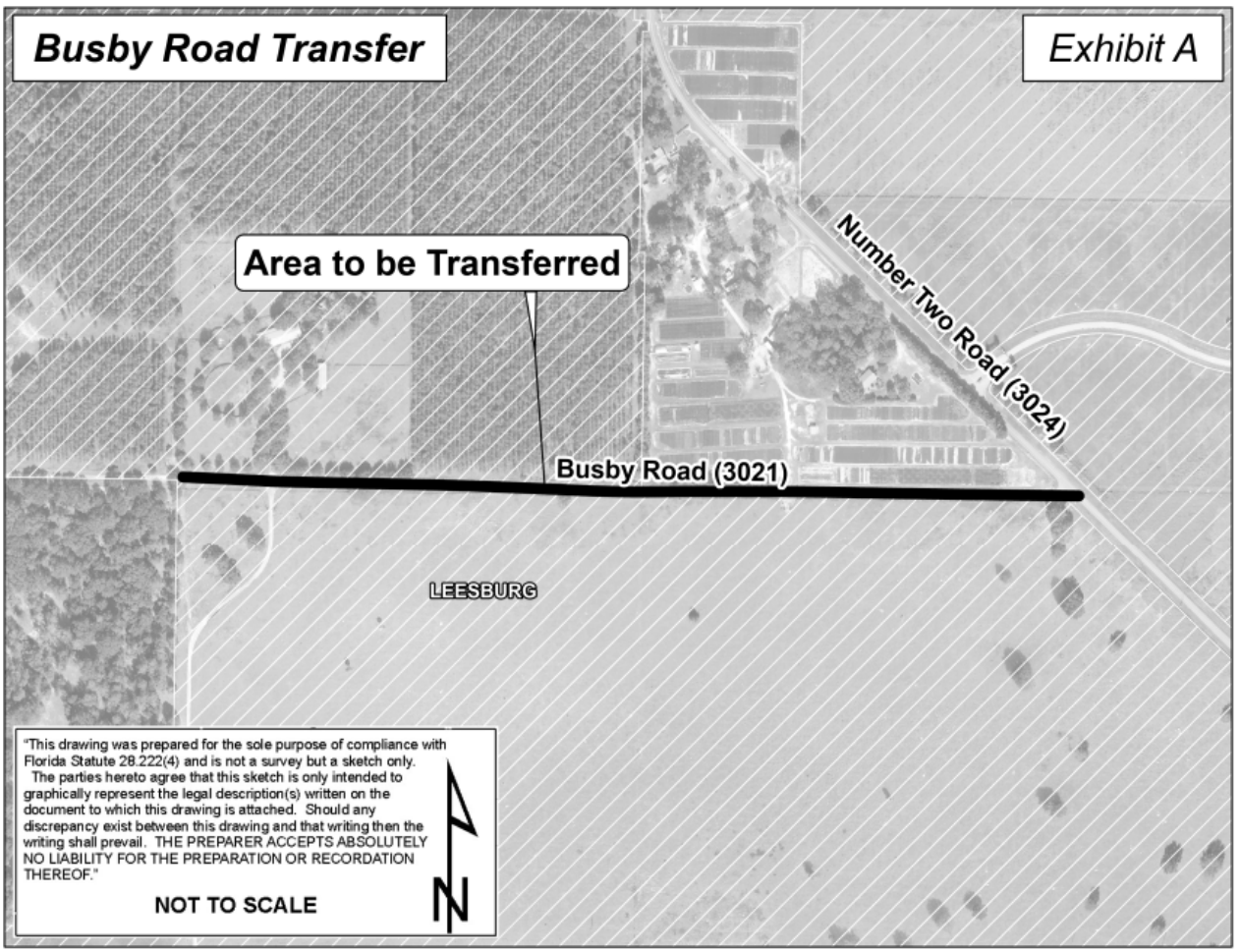

EXHIBIT A – Page 3 of 8
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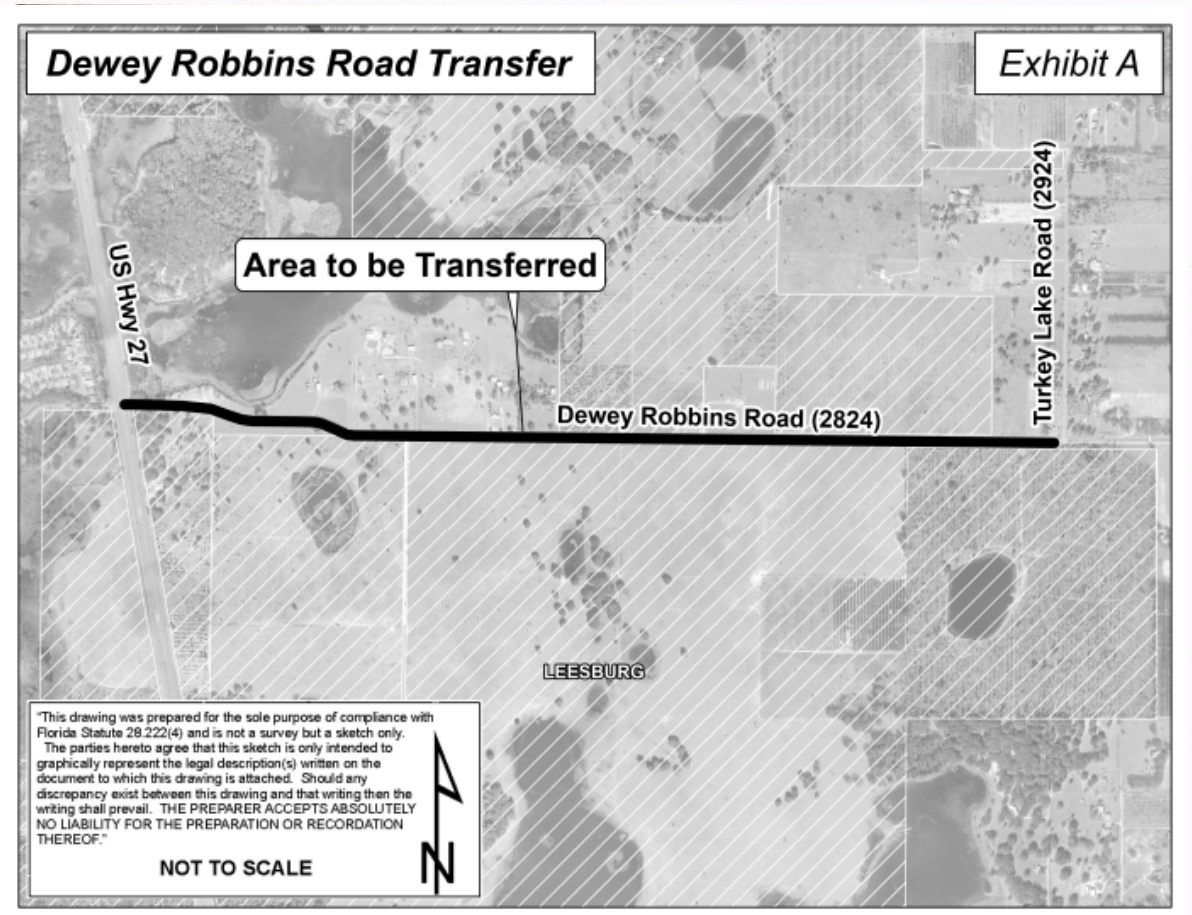

EXHIBIT A – Page 4 of 8
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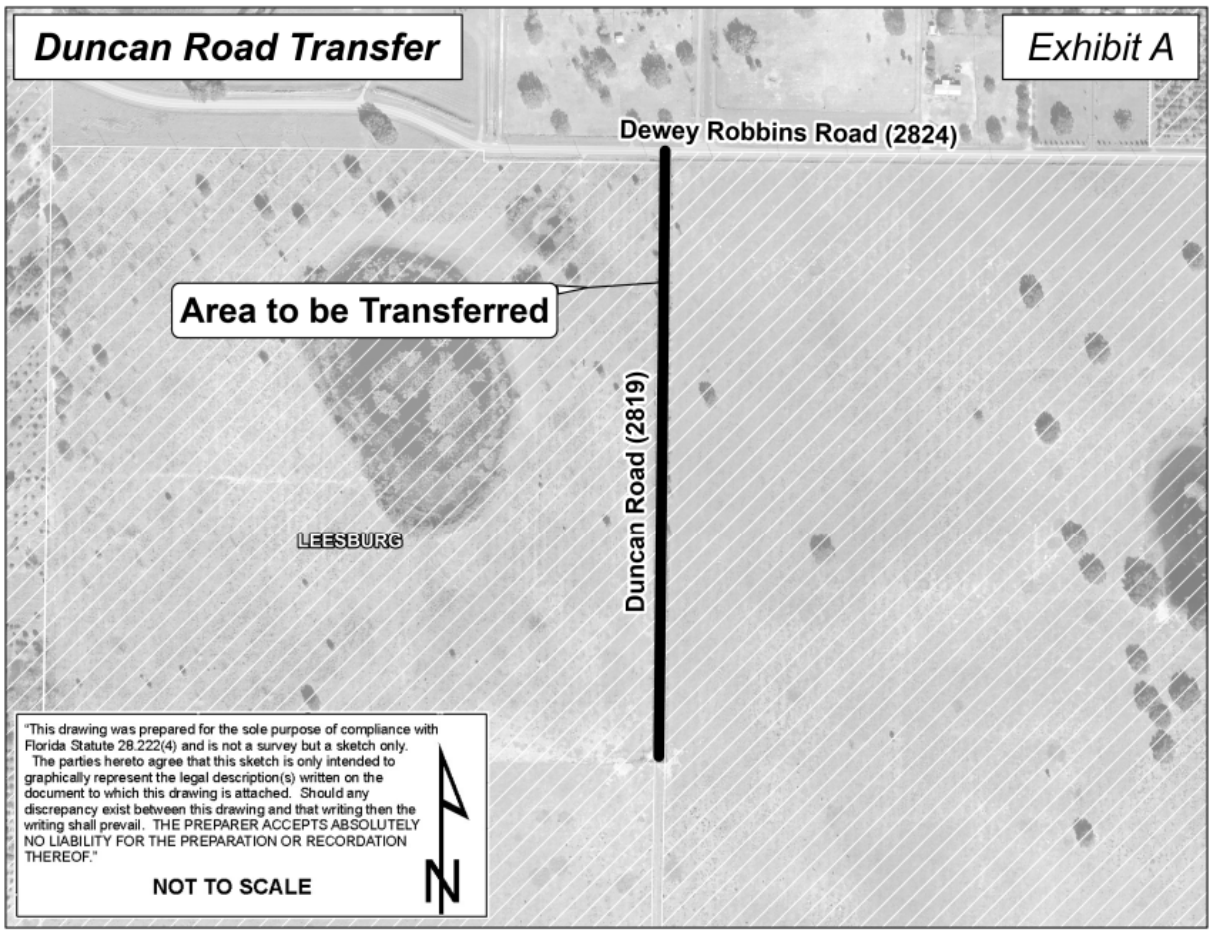

EXHIBIT A – Page 5 of 8
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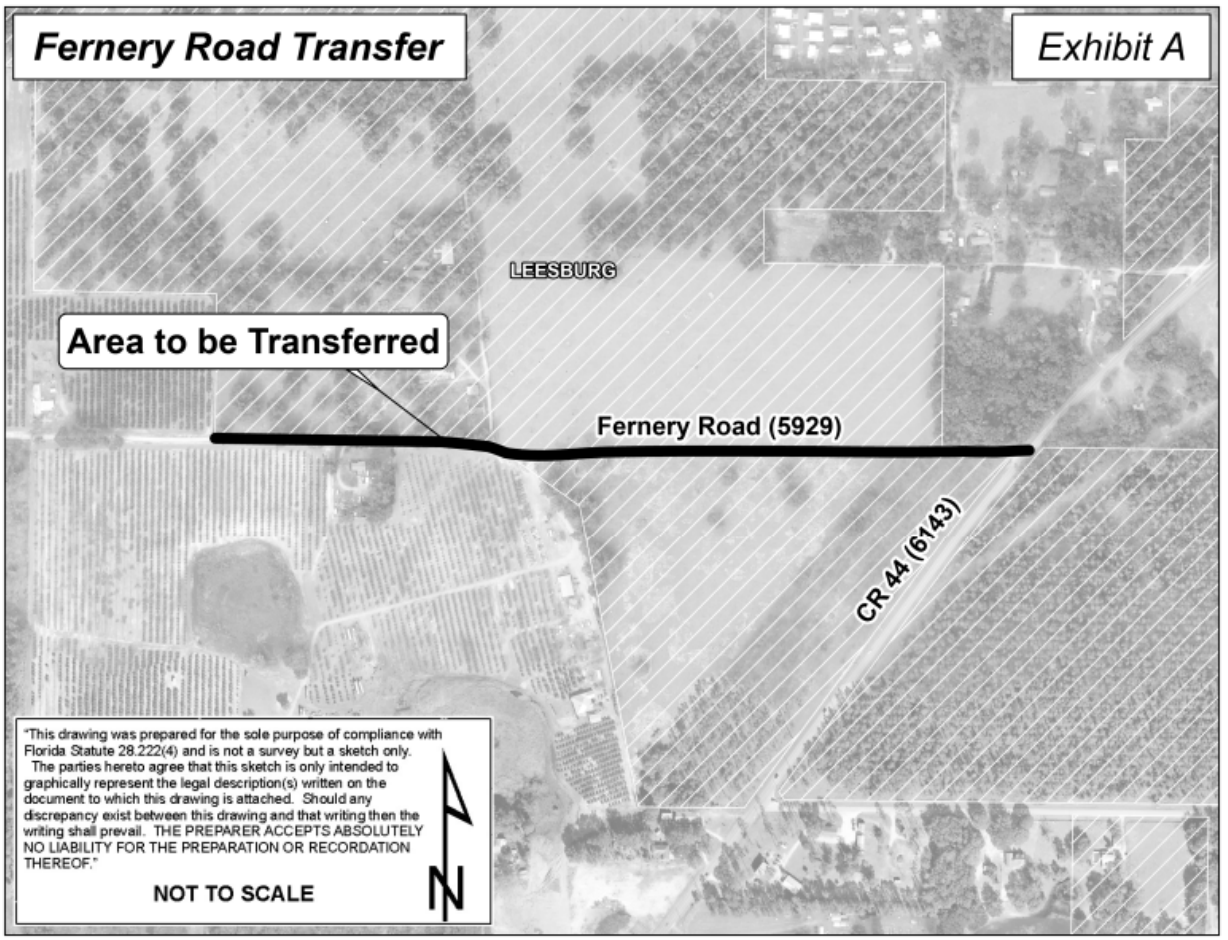

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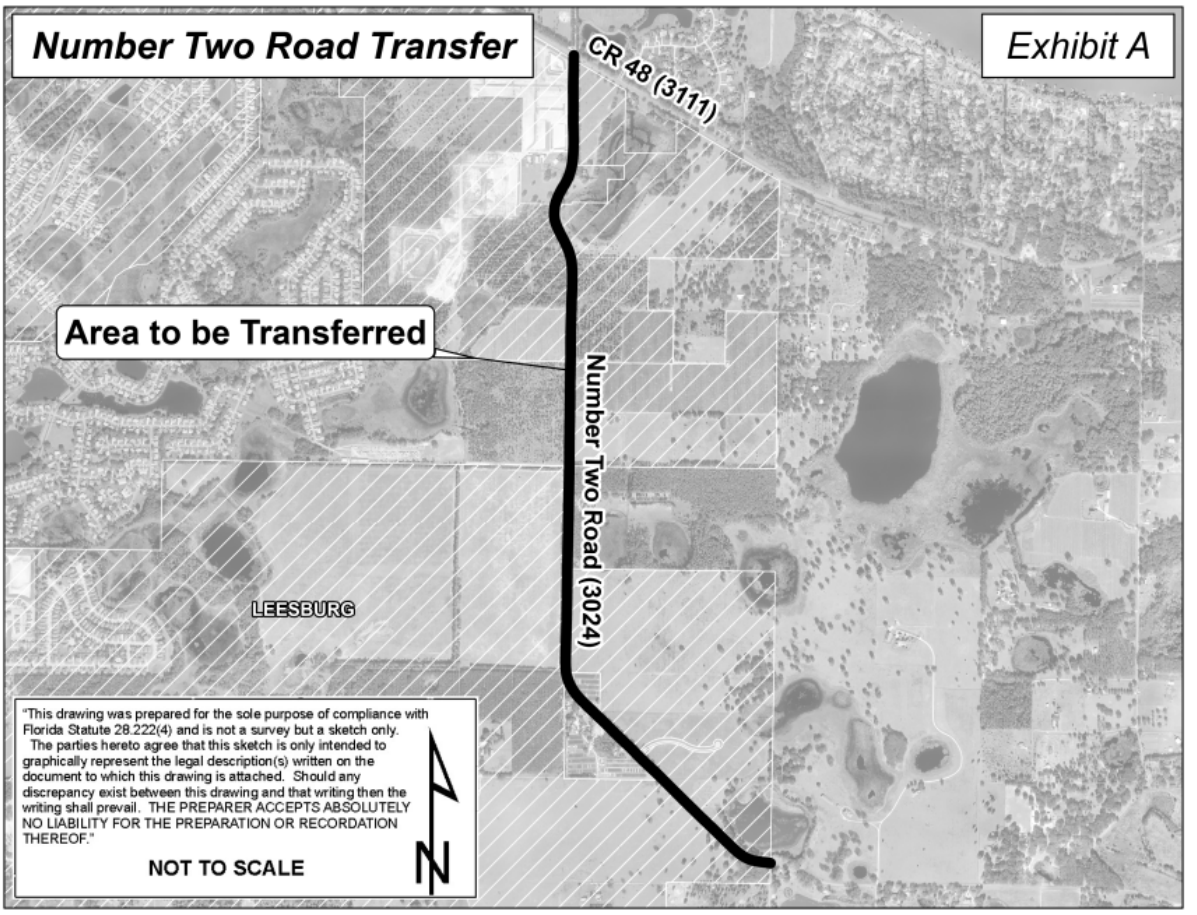

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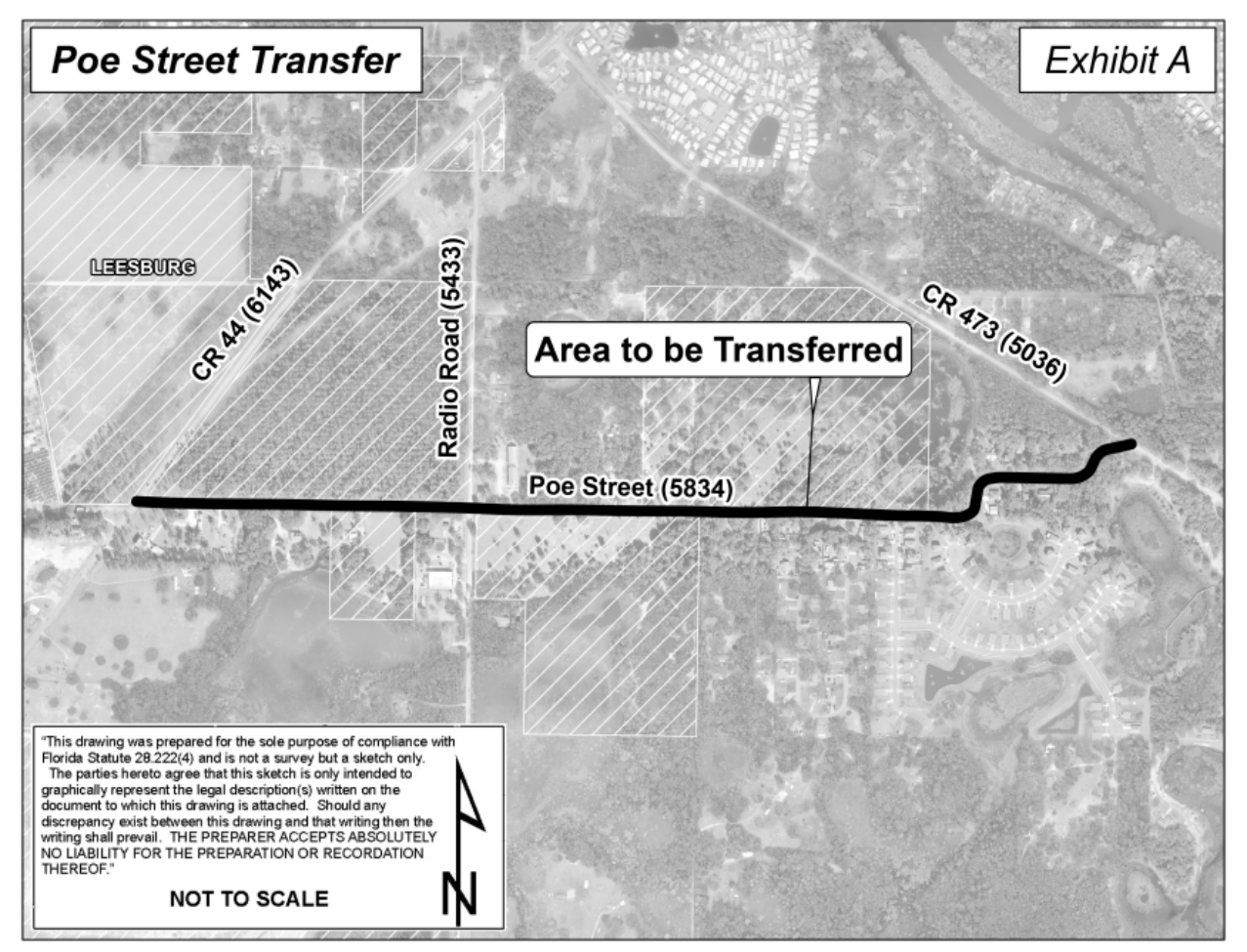

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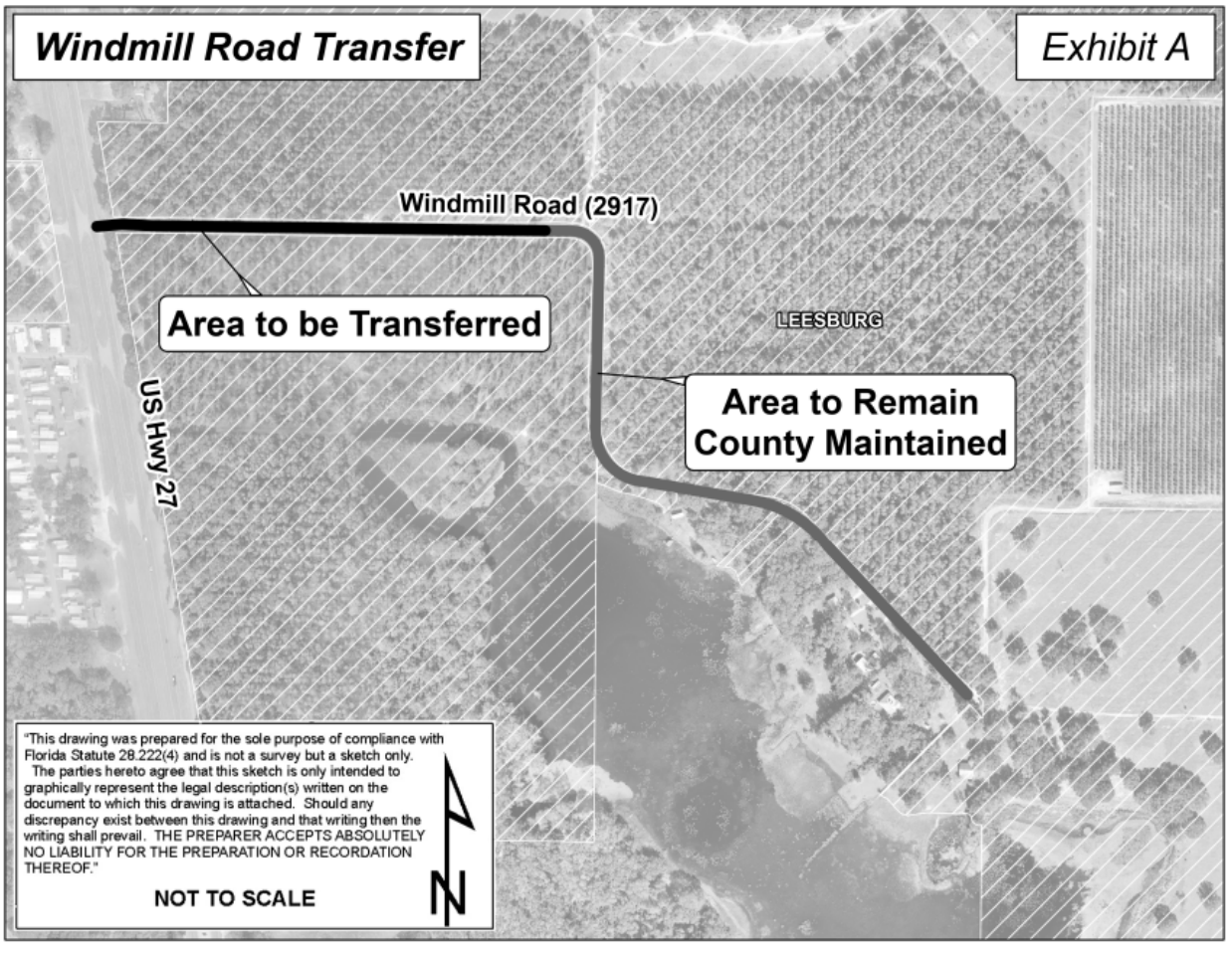

EXHIBIT B:

AFFIDAVIT AFFECTING REAL PROPERTY

{Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, AL MINNER, as City Manager for the City of Leesburg, 501 West Meadow Street, P.O. Box 490630, Leesburg Florida, 34749, who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which an interest in real property is assigned to the City of Leesburg ("City") via an Interlocal Road Transfer Agreement Between Lake County, Florida and City of Leesburg, Florida ("Interlocal Agreement").

2. As of _____(date), the Effective Date as defined in the Interlocal Agreement, any and all jurisdiction, ownership interest, operation and maintenance responsibilities that the County may have in the portion of the following roadways and related right of way, were transferred to the City, to wit:

ROAD:	FROM:	TO:
Bridges Road	US 27	FL Turnpike (City Limits)
Busby Road	#2 Road	Terminus
Dewey Robbins Road	US 27	Terminus of ISBA
Duncan Road	Beginning (Dewey)	Terminus (BarKey)
Fernery Road	SR 44	City Limits
#2 Road	CR 48	Terminus of ISBA
Poe Road	SR 44	CR 473
Windmill Road	US 27	Terminus (Whispering Hills)

3. This Affidavit is being recorded to provide notice to third parties that the City, its successors and assigns, are fully responsible for the maintenance of the herein described roadway and related right of way, that the County has assigned all responsibilities to the City, its successors and assigns for the property described in the Interlocal Agreement incorporated herein by reference.

FURTHER AFFIANT SAYETH NOT.

Al Minner, City Manager
City of Leesburg

STATE OF FLORIDA
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of March, 2026, by Al Minner, as City Manager for the City of Leesburg, who is personally known to me or produced _____ as identification.

JULIE PURVIS
Commission # HH 502328
Expires July 8, 2028

Julie R. Purvis
Notary Public - State of Florida
Printed Name: JULIE R. PURVIS

RESOLUTION NO. 12,212

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A ROAD TRANSFER AGREEMENT BETWEEN THE CITY OF LEESBURG AND LAKE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a Road Transfer agreement with Lake County, Florida, whose address is 315 W Main Street, P.O. Box 7800, Tavares, Florida 32778, for the transfer jurisdiction of roadways depicted in Exhibit A.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held on the 23rd day of March 2026.

Allyson E. Berry
Mayor, Allyson E. Berry

ATTEST:

J. Andrews
City Clerk

EXHIBIT A – Page 1 of 8
Location of Segment to be Transferred

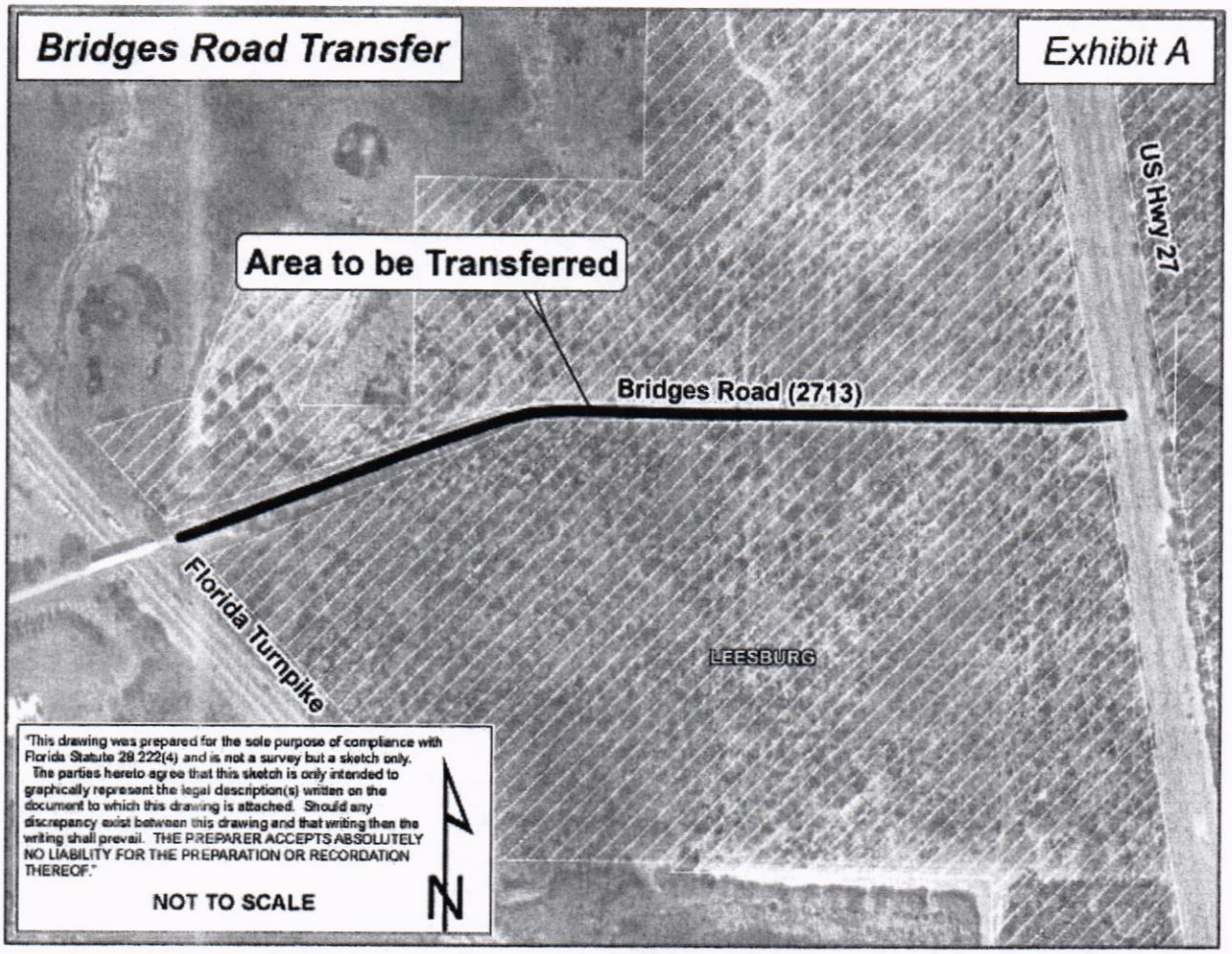

EXHIBIT A – Page 2 of 8
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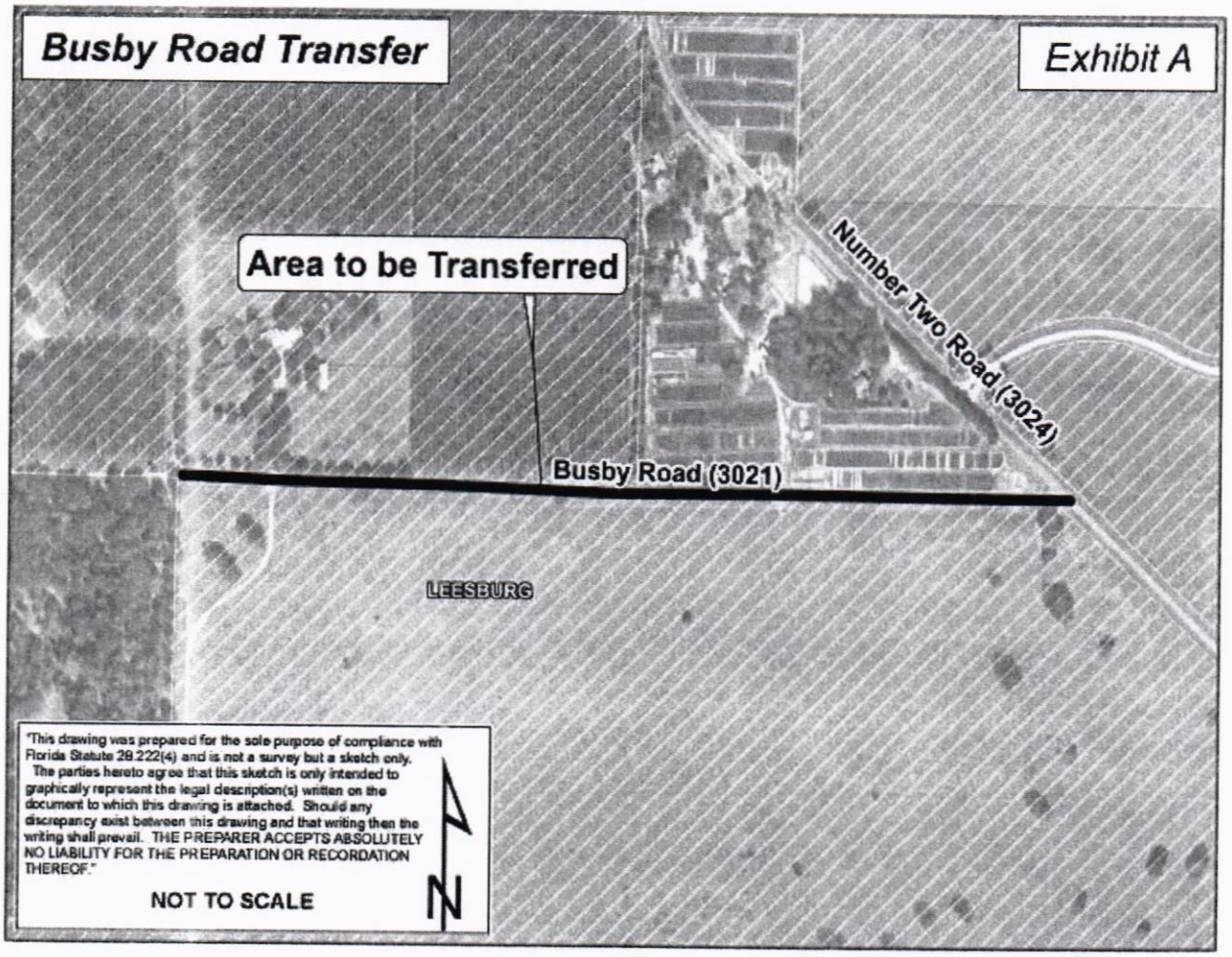

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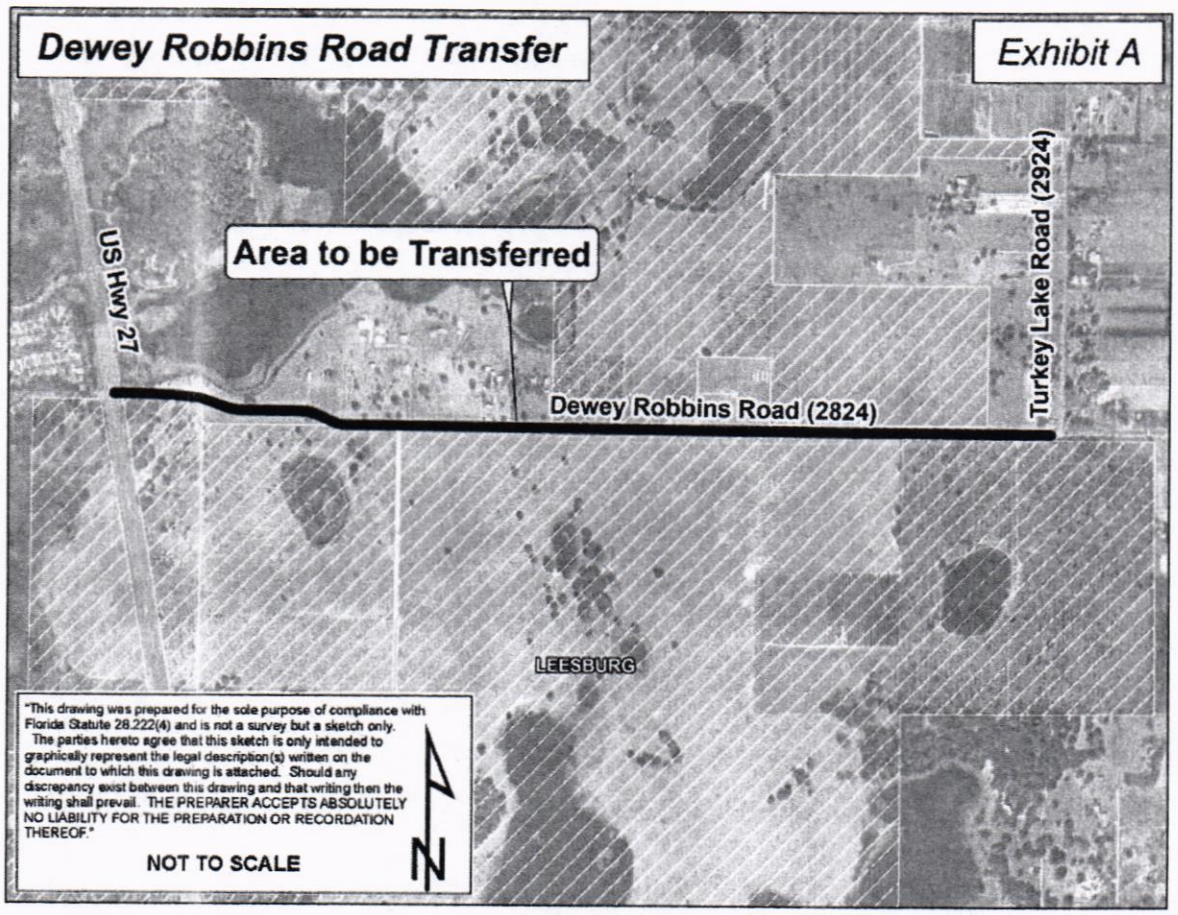

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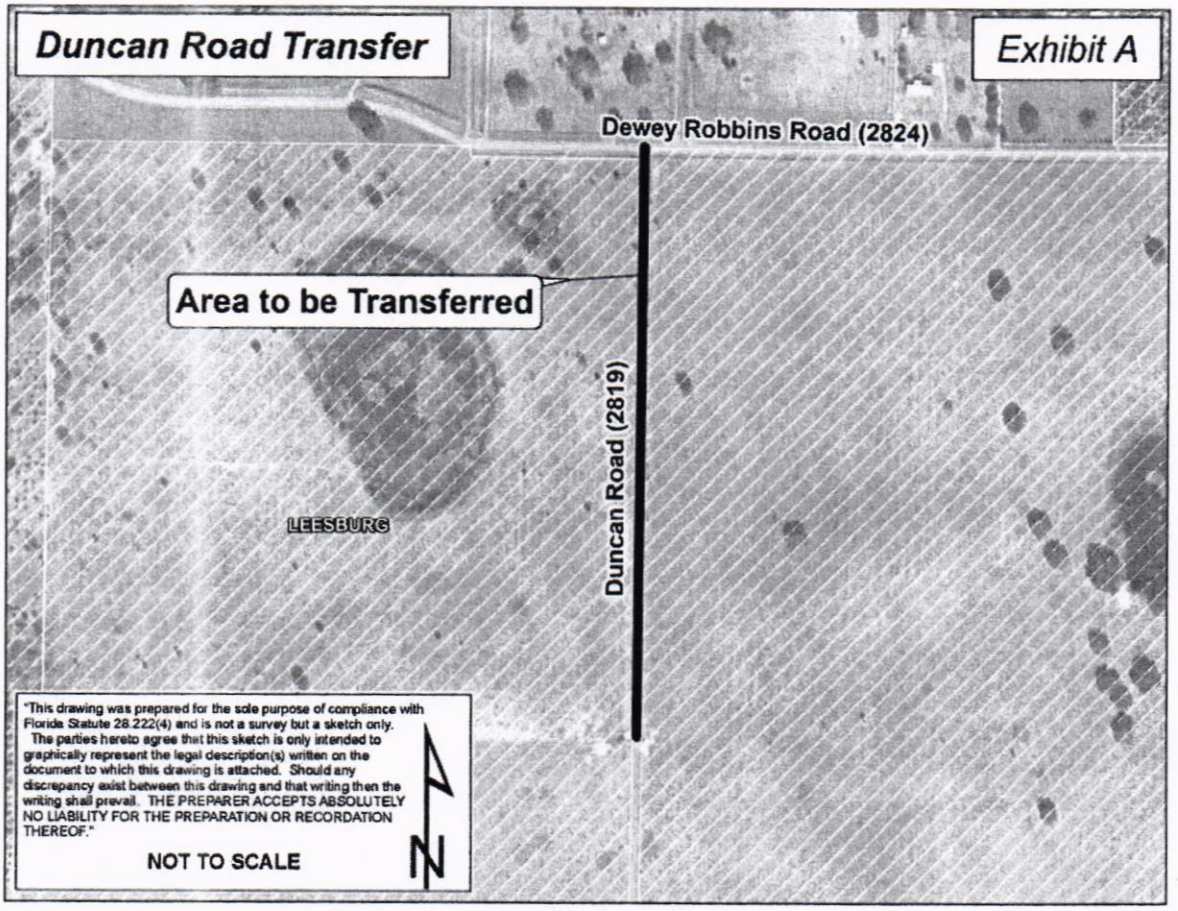

EXHIBIT A – Page 5 of 8
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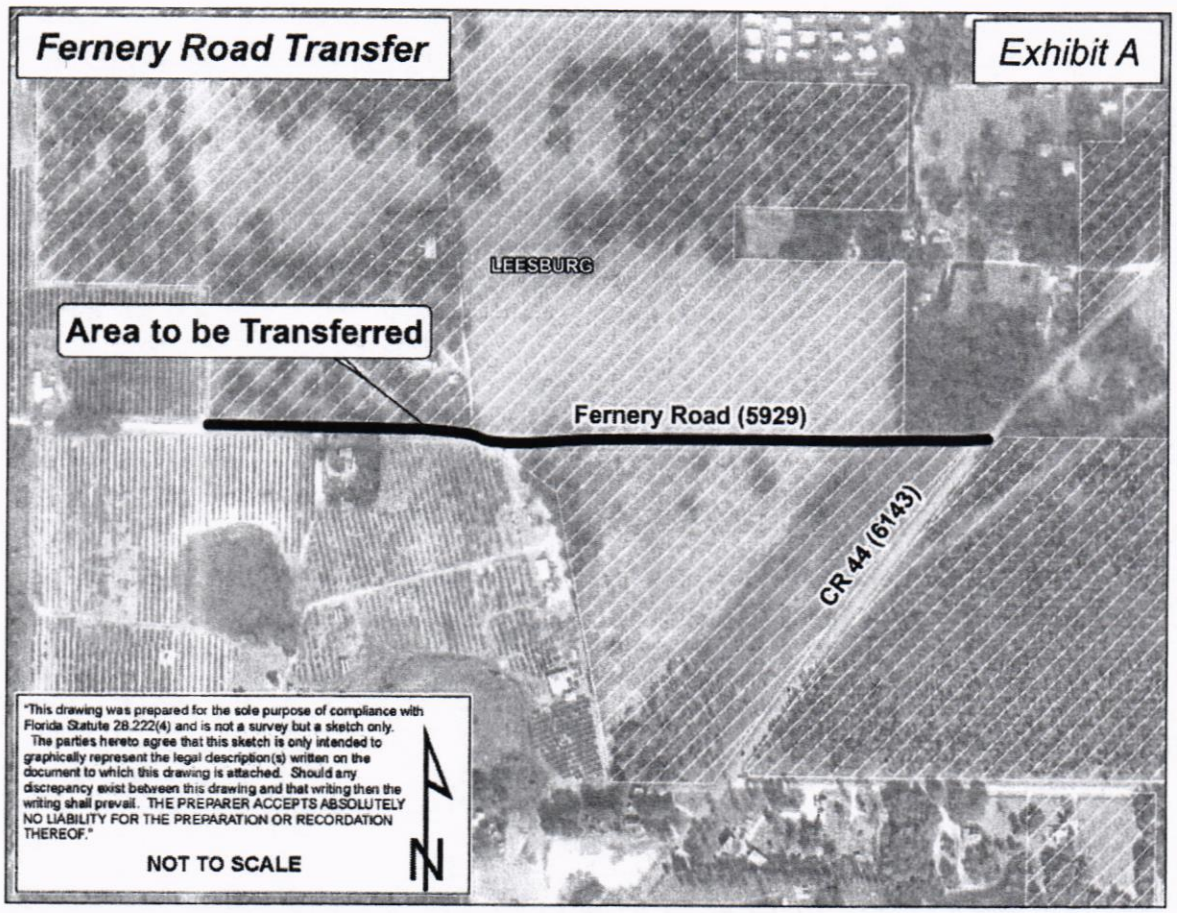

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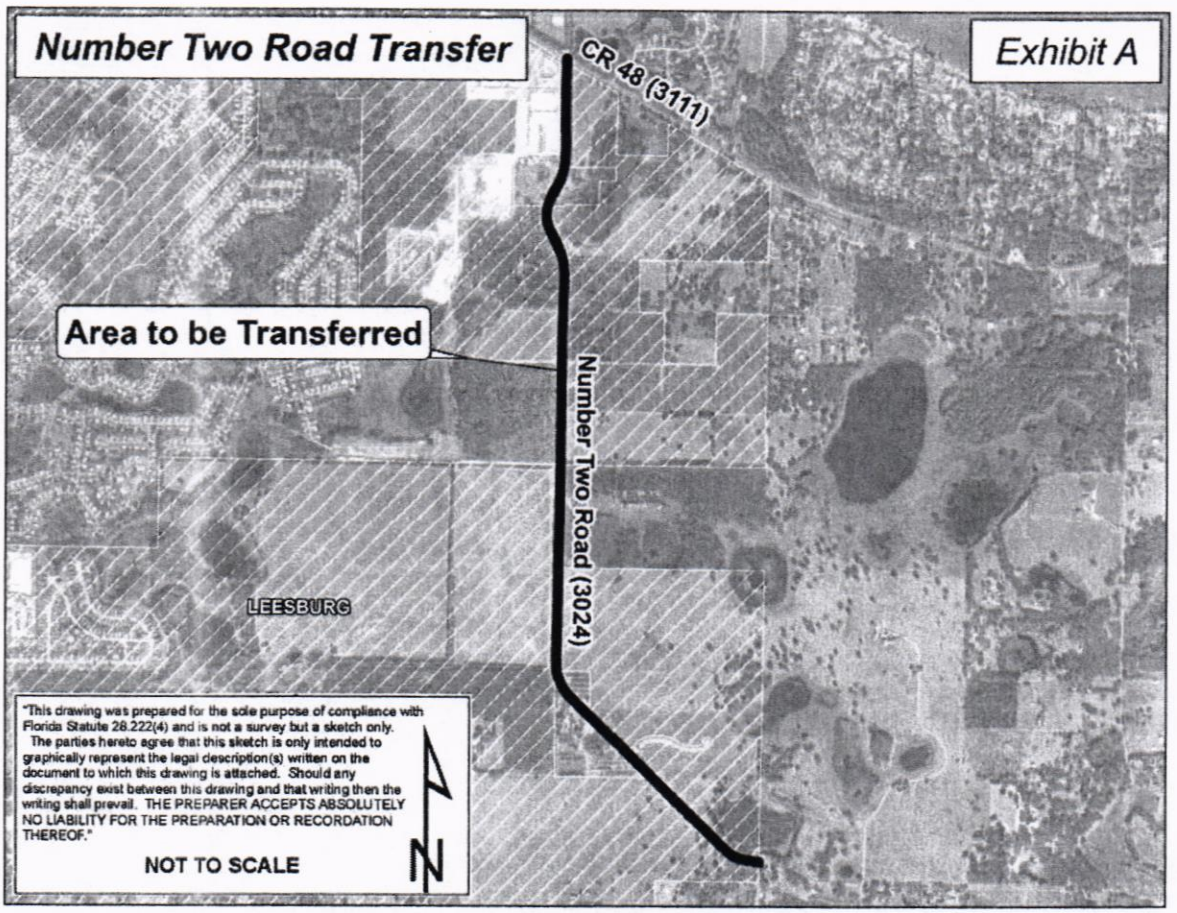

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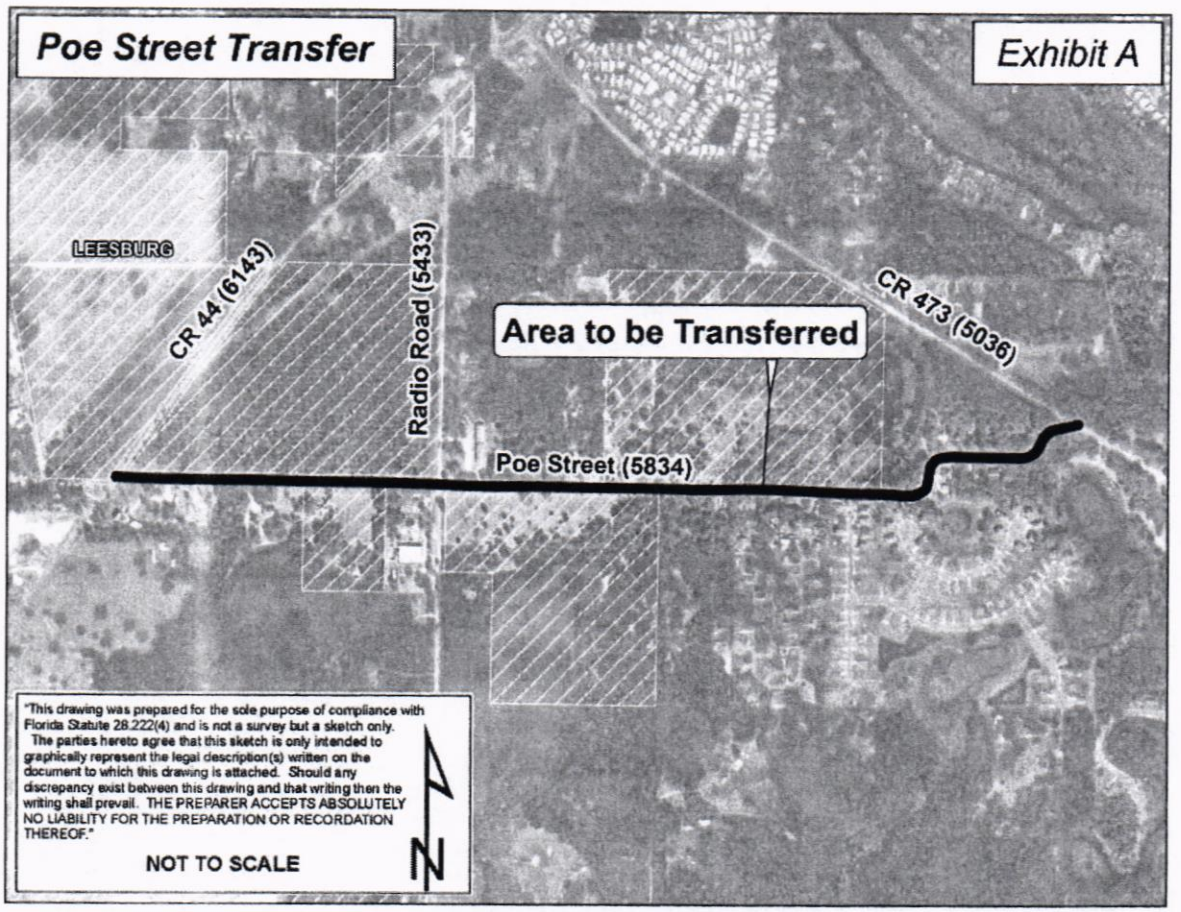
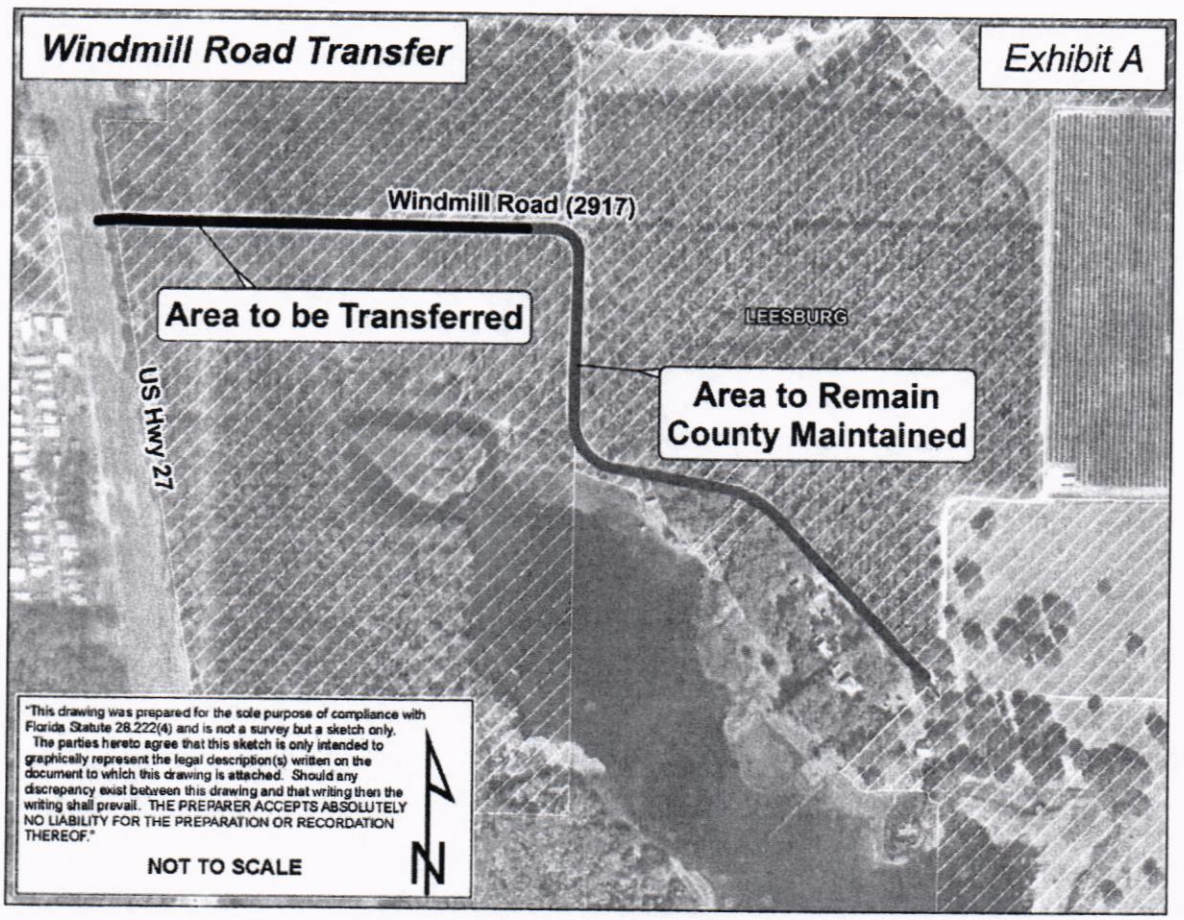


EXHIBIT A – Page 8 of 8
Location of Segment to be Transferred



VICINITY MAP

City of Leesburg

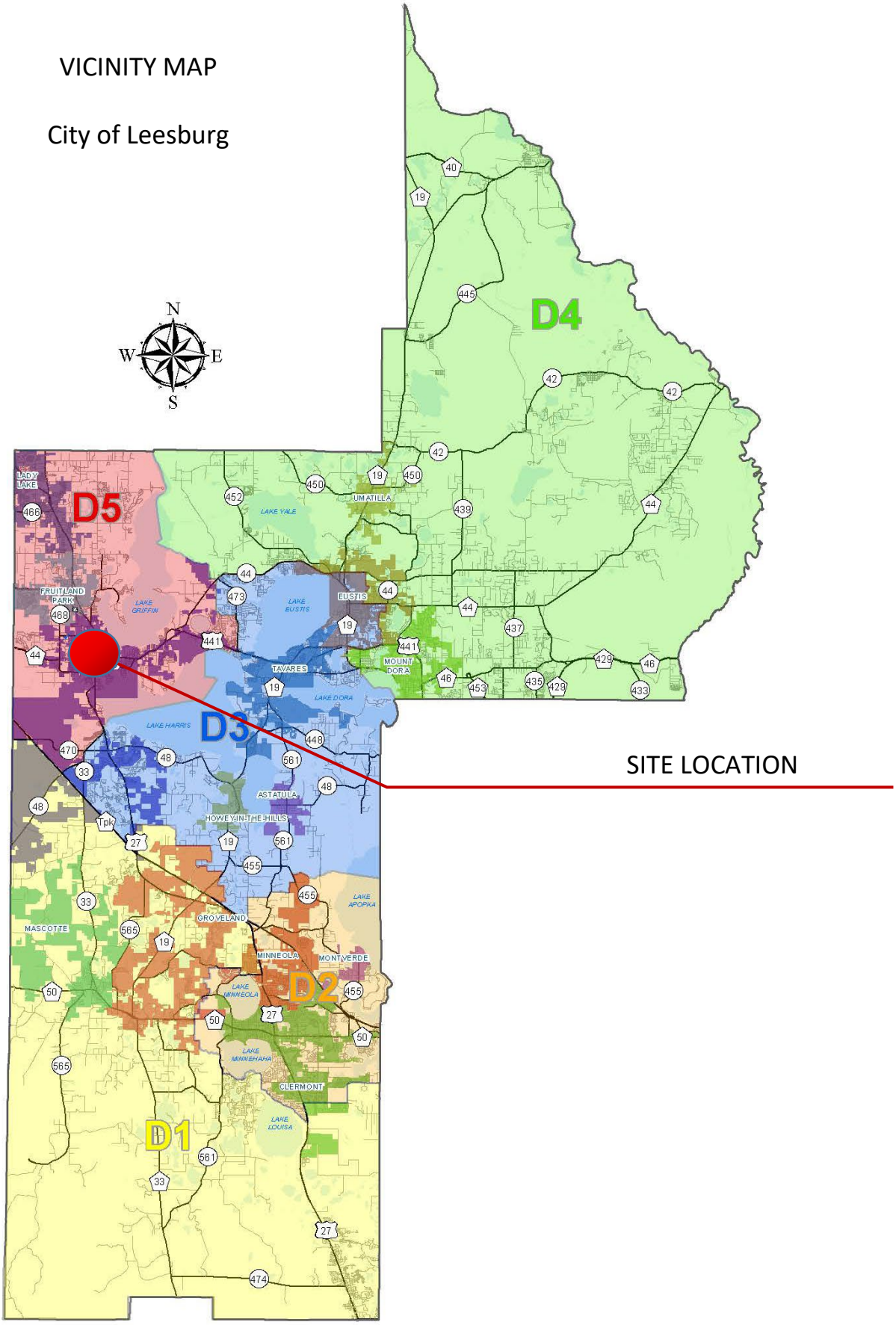
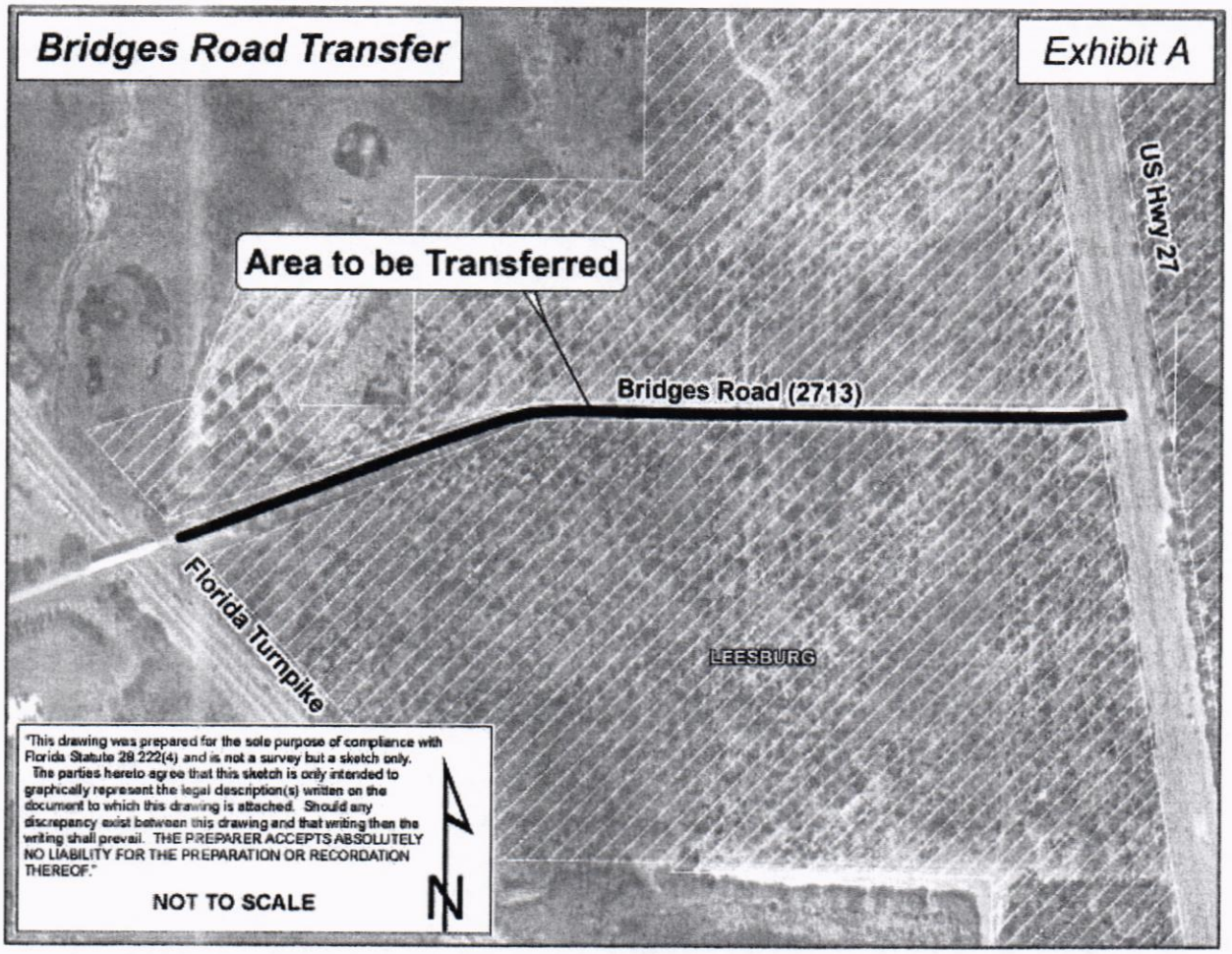


EXHIBIT A – Page 1 of 8
Location of Segment to be Transferred



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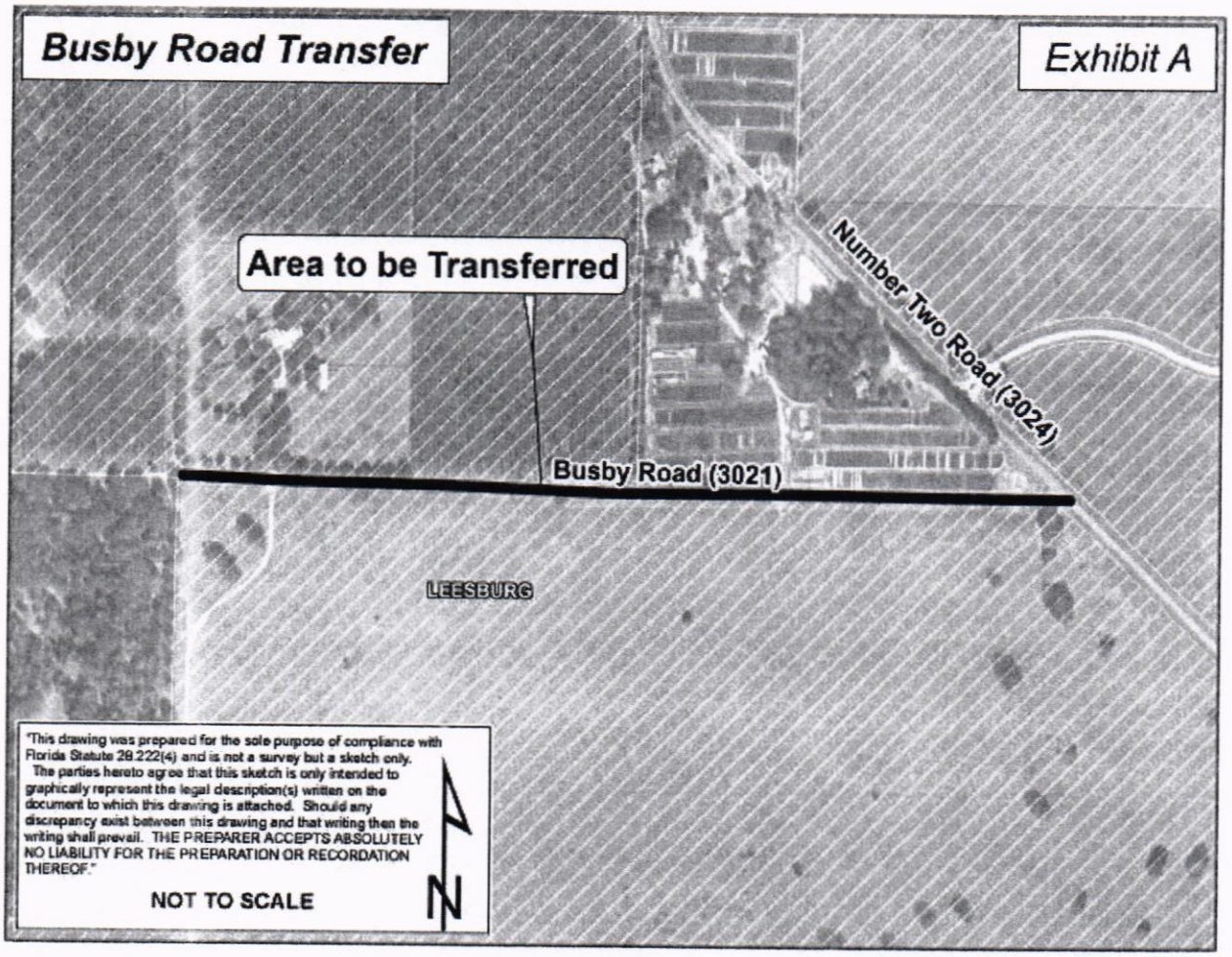
Location of Segment to be Transferred



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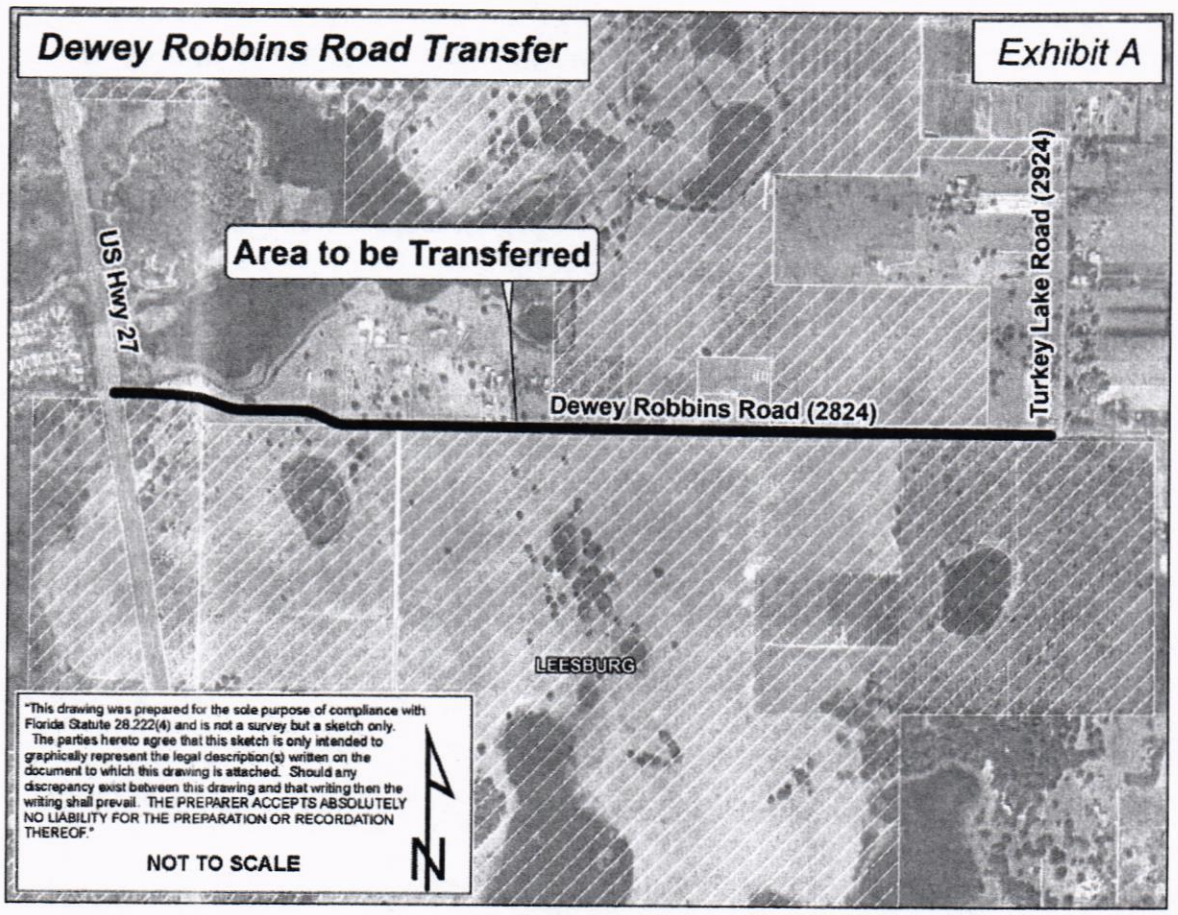
Location of Segment to be Transferred



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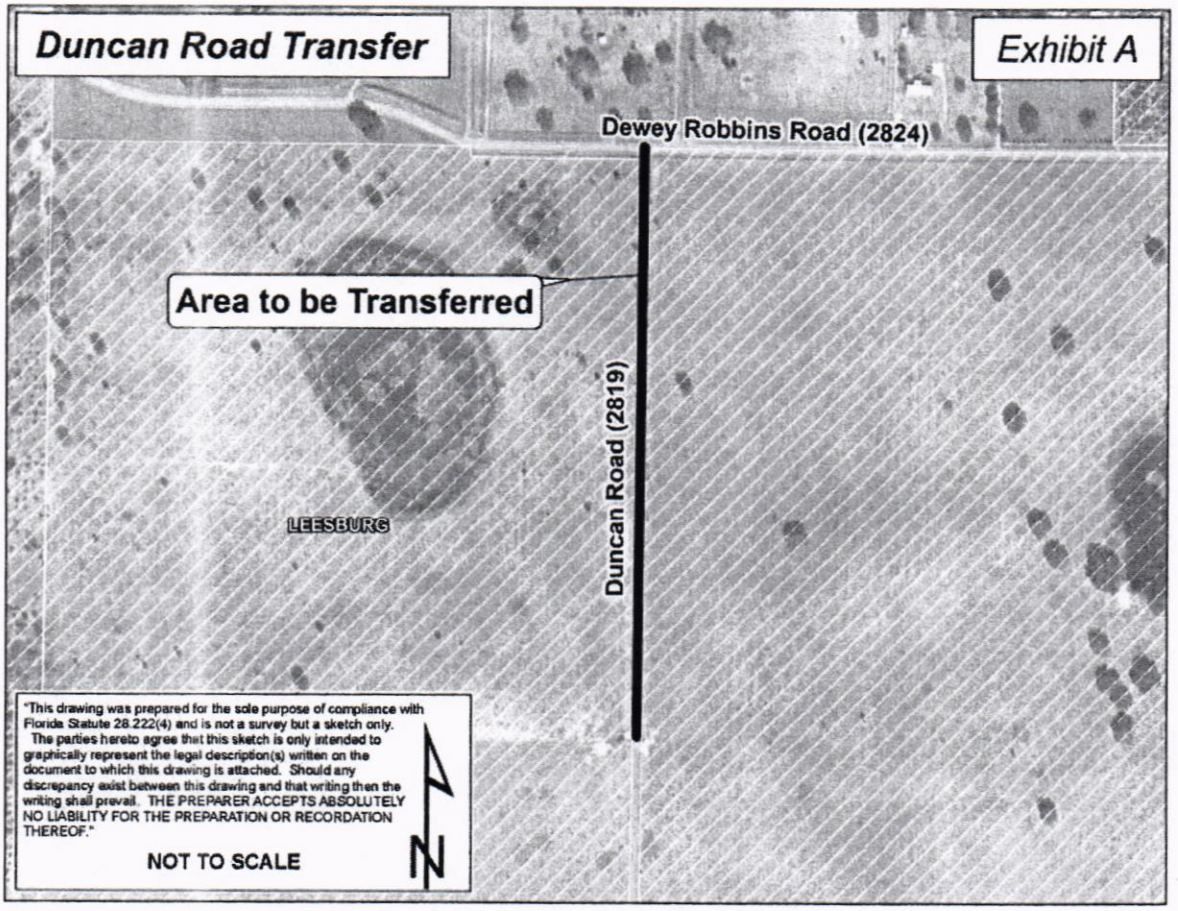
Location of Segment to be Transferred



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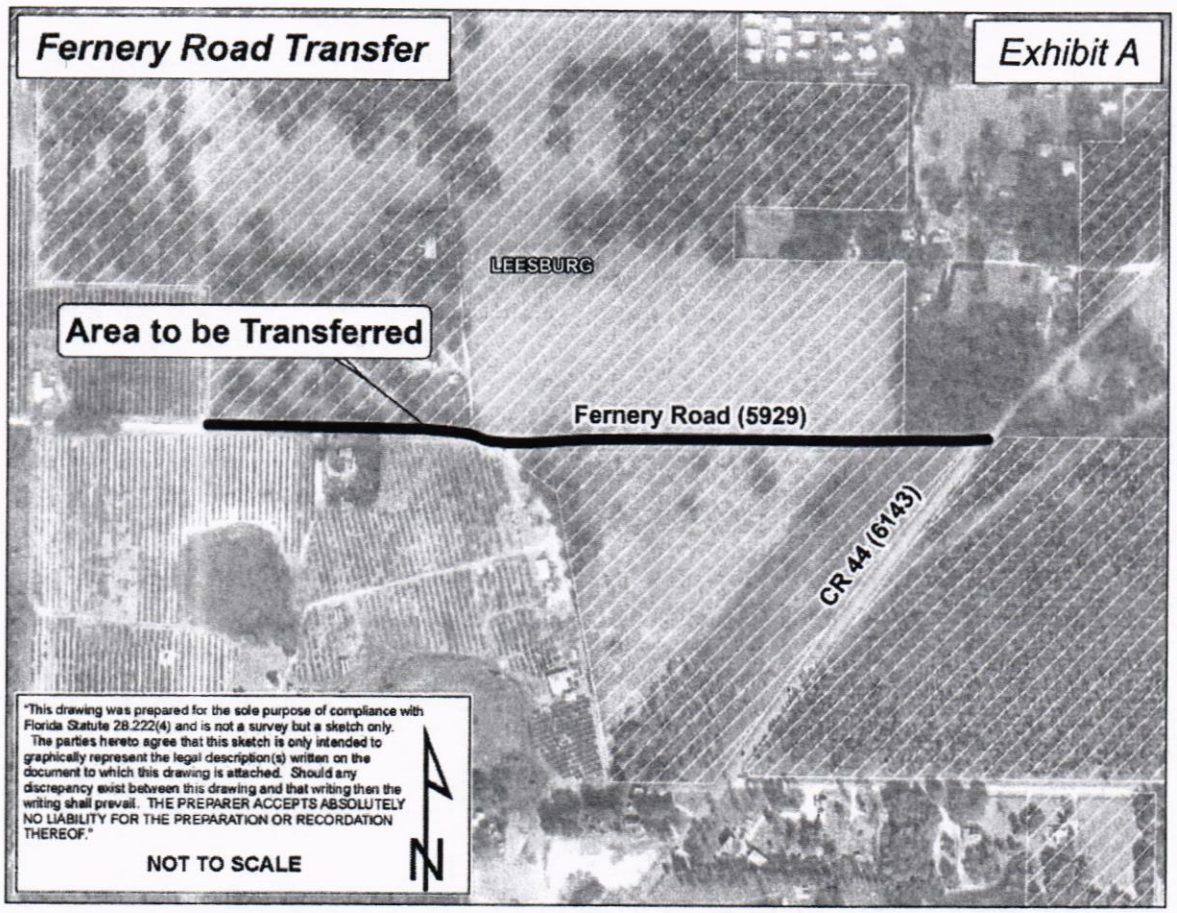

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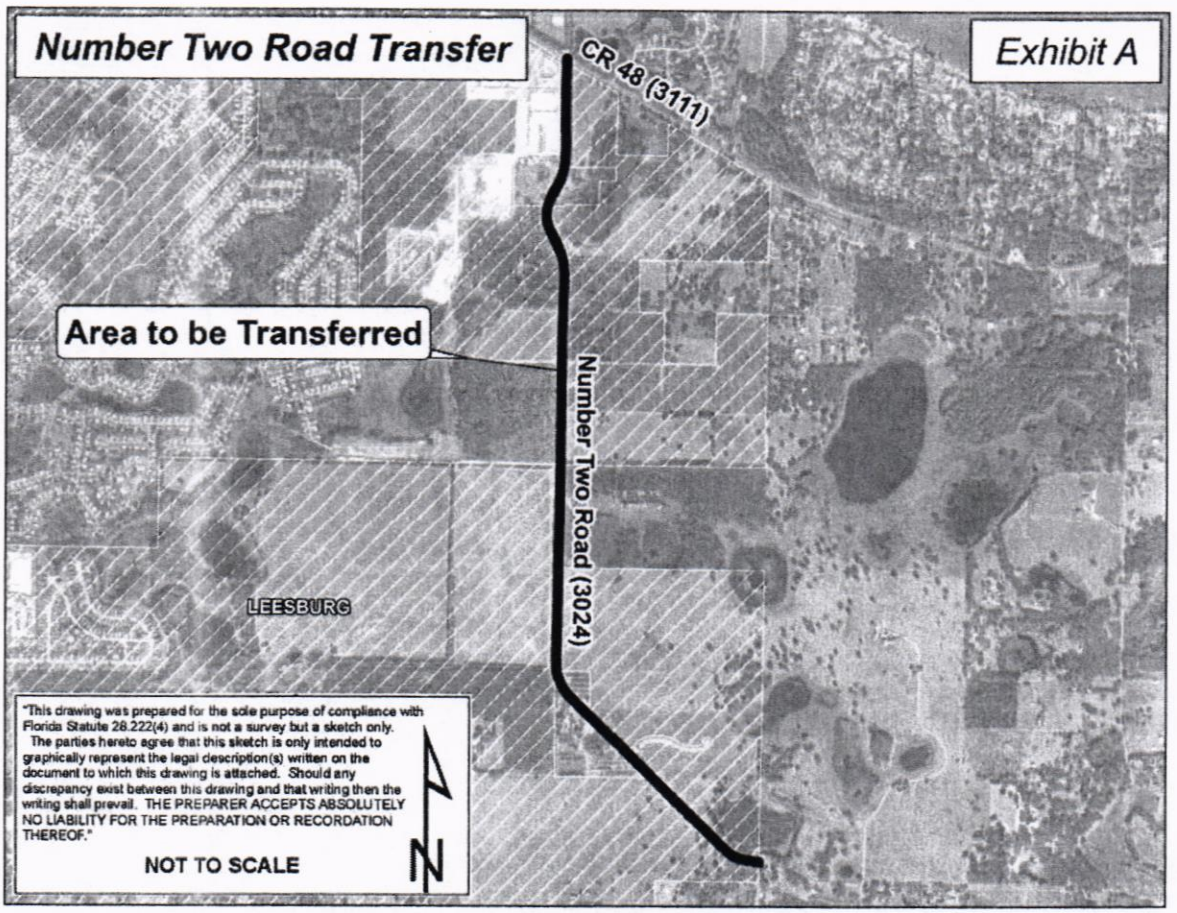


EXHIBIT A – Page 7 of 8
Location of Segment to be Transferred

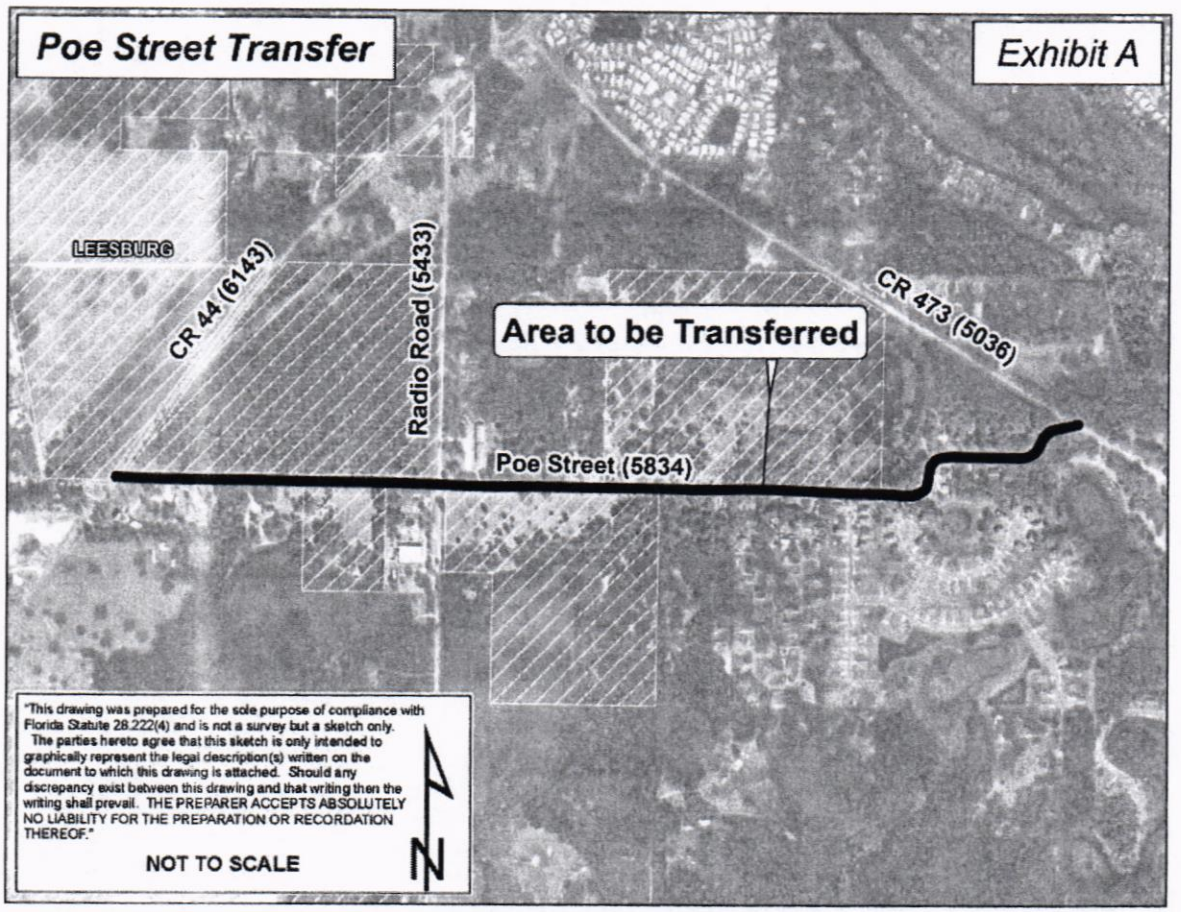
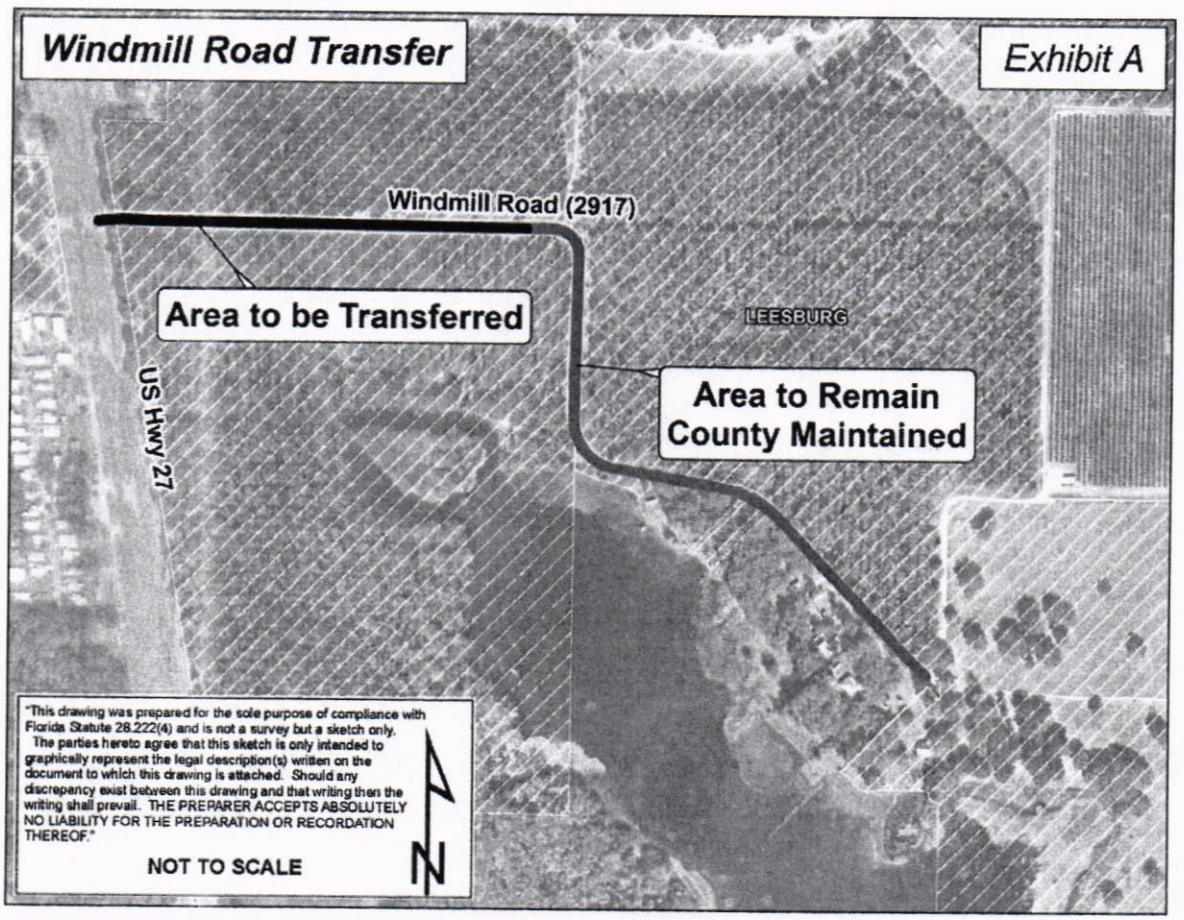


EXHIBIT A – Page 8 of 8
Location of Segment to be Transferred



BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/30/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 42848
Seth Lynch, Engineering & Operations Director - North District
BY: Sandy Beckett, Office Manager
SUBJECT: Road Transfer Agreement – Turkey Farm Road

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval of a Road Transfer Agreement to transfer Turkey Farm Road (CR 1750) from Lake County to the City of Minneola.

The estimated fiscal impact is $102 (expenditure) and is within, and will not exceed, the Fiscal Year 2026 Budget. Commission District 2.

BACKGROUND SUMMARY: Camp Lake IA LLC is proposing to develop a site off Turkey Farm Road (1750) by the name of Camp Lake Commerce Center. Camp Lake IA LLC is required to improve Turkey Farm Road (1750) from clay to paved road to meet the City of Minneola road standards. The County is transferring deeded right of way for Turkey Farm Road and right of way claimed by maintenance for Turkey Farm Road to the City of Minneola. The City of Minneola will oversee any improvement to the road. The transfer property is approximately 4.81 acres.

The agreement obligates Camp Lake IA LLC to provide the operation, maintenance, and repair of Turkey Farm Road, including but not limited to grading, surface, signage, drainage, and vegetation control. All maintenance done by Camp Lake IA LLC shall be in accordance to city, county, and state standards.

This new roadway will service the future Camp Lake Commerce Center, Founder's Ridge, a cell tower, and the proposed Citrus Grove Road PUD development.

Fiscal Impact: $102 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
CTT	1120	5055100	830490		$102

Advertised Date: Paper:
Attachments:

1.	EXECUTED (CLIA) - Road Transfer Agreement - Turkey Farm Road - Lake County to Minneola [3-18-2026](35045568.2)
2.	Loc Map Turkey Farm Rd

STAFF APPROVALS AND DATES:

Sandy Beckett	Created/Initiated - 03/30/2026
Jeffrey Earhart	Approved - 03/30/2026
Seth Lynch	Approved - 03/30/2026
David Hill	Approved - 03/31/2026
Kerri Andrews	Approved - 03/31/2026
Grace Burgos	Approved - 04/03/2026
Roberto Bonilla	Approved - 04/03/2026
Rachel Bartolowits	Approved - 04/10/2026
Ron Falanga	Approved - 04/10/2026
Kandace Pourbaix	Approved - 04/11/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

ROAD TRANSFER AGREEMENT
(Turkey Farm Road)

THIS ROAD TRANSFER AGREEMENT ("Agreement") is entered into by and between Lake County Board of County Commissioners, a political subdivision of the State of Florida (the "County"), the City of Minneola, a municipal corporation (the "City"), and Camp Lake IA LLC, a Delaware limited liability company authorized to conduct business in the State of Florida ("CLIA") (collectively the "Parties,"), as of the Effective Date (as hereinafter defined), for the transfer of jurisdiction and ownership of Turkey Farm Road (as hereinafter defined) to the City, and the assignment of operational and maintenance responsibility of Turkey Farm Road to CLIA.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, prior to execution of this Agreement, the County-owned right-of-way commonly referred to as "Turkey Farm Road" is a County-maintained clay road as more particularly described and depicted on **Exhibit "A"** attached hereto ("Turkey Farm Road"); and

WHEREAS, the County and the City desire to transfer jurisdiction of Turkey Farm Road to the City, to coincide with development occurring within the City with CLIA; and

WHEREAS, CLIA has acquired property adjacent to Turkey Farm Road and is undertaking development activities within the City's jurisdiction, and CLIA has agreed to accept operation and maintenance responsibilities for Turkey Farm Road, relieving both the City and the County of such obligations;

WHEREAS, the Parties agree that entry of this Agreement between them benefits residents of both jurisdictions and is in the best interests of the public health, safety and welfare of all residents of Lake County.

NOW THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the County and City and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. County Obligations. In accordance with Section 335.0415, Florida Statutes, the County transfers to the City any and all jurisdiction and ownership interest, but not maintenance or operational responsibilities, that the County may have in Turkey Farm Road, as depicted in the legal description and sketch attached hereto and incorporated herein as **Exhibit "A"**. Additionally, the County transfers to the City its ownership interest in the instruments listed in **Exhibit "B"** ("Applicable Instruments") to the extent the lands described therein are located within, on, under, and/or adjacent to Turkey Farm Road.

3. City Obligations.

A. As of the Effective Date, the City accepts jurisdiction and ownership of Turkey Farm Road solely for planning and regulatory purposes. The City does not accept and shall not be responsible for any operation, maintenance, or repair obligations related to Turkey Farm Road unless and until expressly authorized by separate written agreement or resolution of the City Council following improvements made to City standards.

B. The City shall cooperate in executing and recording an Affidavit Affecting Real Property (**Exhibit "C"**), reflecting the ownership transfer, provided that such documents are consistent with this Agreement.

C. The City shall cooperate in executing and recording assignments of the Applicable Instruments, provided that they are consistent with this Agreement.

4. CLIA Obligations. Subject to the land use and regulatory control of City, CLIA shall be solely responsible for all operation, maintenance, and repair of Turkey Farm Road, including but not limited to grading, surfacing, signage, drainage, and vegetation control.

A. All maintenance and operation by CLIA shall comply with applicable City, County, and State standards. CLIA shall indemnify and hold harmless the City and County from any liability, cost, or damages resulting from CLIA's failure to perform these responsibilities.

B. These obligations shall be binding upon CLIA's successors and assigns and the aforementioned Affidavit Affecting Real Property shall be recorded in the public records of Lake County, Florida as a covenant running with the land benefitting CLIA's development property.

C. The City and County shall not be obligated to expend any funds or resources for the maintenance or operation of Turkey Farm Road unless expressly agreed in writing.

5. Adjacent Properties Access. The Parties agree that their obligations pursuant to this Agreement must be carried out in such a way as to maintain at all times reasonable access for the Adjacent Property Owners (as hereinafter defined) to Turkey Farm Road. "Adjacent Property

Owners" means the current or future fee owners of those certain tracts or parcels of land presently identified by the County Property Appraiser as: (i) Alternate Key 1028957 (Parcel Number 05-22-26-0004-000-00800); (ii) Alternate Key 3839020 (Parcel Number 05-22-26-0002-000-01200); (iii) Alternate Key 3850819 (Parcel Number 05-22-26-0004-000-01300); and (iv) Alternate Key 1031176 (Parcel Number 052226000400000700) (the "Adjacent Properties"). This Section 5, and the Adjacent Property Owners' access to Turkey Farm Road are subject in all respects to the (A) topographical, slope, grading, and other physical attributes and limitations of the Adjacent Properties and Turkey Farm Road and (B) all City or County (as applicable) permitting, access, building, construction, and other regulatory requirements applicable to the Adjacent Properties

6. Termination. This Agreement cannot be terminated unless mutually agreed upon by the parties in writing.

7. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

8. Notices. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
Lake County Board of
County Commissioners
Jennifer Barker, County
Manager
P.O. Box 7800
Tavares, Florida 32778

CITY
City of Minneola
Mark Johnson, City Manager
800 North US Highway 27
Minneola, Florida 34715

CLIA
Camp Lake IA, LLC
3715 Northlake Parkway Building 400, Suite 425
Atlanta, GA 30327
Attention: Kevin Casteel

A. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery

company, the date the notice was delivered by the overnight letter delivery company.

C. The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

9. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted herefrom, and shall not invalidate the remaining provisions.

11. Effective Date. The "Effective Date" of this Agreement shall be the date the last party hereto executes it.

[Signatures on the Following Page(s)]

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed and entered this agreement on the dates under each signature.

CITY

CITY OF MINNEOLA, FLORIDA

_____
Pat Kelley, Mayor

This _____ day of _____, 2026.

ATTEST:

_____
Kristine Thompson, City Clerk

Approved as to form and legality:

_____
Scott Gerken, City Attorney

COUNTY

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

CLIA
CAMP LAKE IA LLC,
a Delaware limited liability company

By: CAMP LAKE HOLDINGS IA LLC,
a Delaware limited liability company, its Manager

By: CAMP LAKE VENTURE IA LLC,
a Delaware limited liability company, its Manager

By: SDP CAMP LAKE IA INVESTORS LLC,
a Georgia limited liability company, its Manager

By: SDP CAMP LAKE IA MANAGER LLC,
a Georgia limited liability company, its Manager

By: _____
Name: John Young, Jr.
Title: Manager

This 19th day of March, 2026

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of ☐ physical presence ☐ online notarization, this 19th day of March, 2026, by John Young Jr. of CAMP LAKE IA, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced ——— (Type of Identification) as identification.

_____
Signature of Notary Public

Chris Stenglein
Print, Type or Stamp Name of Notary

Notary
Title or Rank

N/A
Serial Number, if any

(Seal)

CHRISTOPHER STENGLEIN
NOTARY PUBLIC
DEKALB COUNTY
GEORGIA
EXPIRES
14TH DAY OF SEPTEMBER, 2029

EXHIBIT "A"

LEGAL DESCRIPTION AND DEPICTION OF TURKEY FARM ROAD

[Attached]

DESCRIPTION

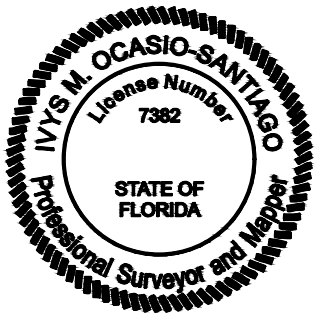
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST AND NORTHWEST QUARTERS OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00°40'27" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 136.73 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°22'11" EAST, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 60° 22' 19" WEST, A DISTANCE OF 77.71 FEET; THENCE NORTH 00° 40' 27" EAST, A DISTANCE OF 1080.40 FEET; THENCE NORTH 44° 21' 57" WEST, A DISTANCE OF 46.64 FEET; THENCE NORTH 89° 24' 20" WEST, A DISTANCE OF 584.52 FEET; THENCE NORTH 00° 00' 10" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 89° 24' 21" WEST, A DISTANCE OF 345.37 FEET; THENCE SOUTH 34° 27' 37" WEST, A DISTANCE OF 52.36 FEET; TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED TO SOUTHWESTERLY, HAVING A RADIUS OF 760.23 FEET, A CENTRAL ANGLE OF 14° 31' 17", WITH A CHORD BEARING OF NORTH 60° 17' 46" WEST, AND A CHORD DISTANCE OF 192.16 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.68 FEET TO THE POINT OF NON-TANGENCY; THENCE SOUTH 89° 24' 20" EAST, A DISTANCE OF 1178.13 FEET; THENCE NORTH 00° 40' 27" EAST, A DISTANCE OF 1295.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE ALONG SAID SOUTH LINE, SOUTH 89° 21' 15" EAST, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 00° 39' 36" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 25.01 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89° 31' 13" EAST, A DISTANCE OF 35.00 FEET;THENCE SOUTH 00° 39' 36" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00° 40' 27" WEST, A DISTANCE OF 2504.77 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 4.81 ACRES, MORE OR LESS.

NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING NORTH 00° 40' 27" EAST. STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD83 DATUM, U.S. SURVEY FOOT.



CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

DRAFT 12/17/2025

IVYS M. OCASIO-SANTIAGO, PSM — DATE
FLORIDA REG. No. 7382
PROFESSIONAL SURVEYOR AND MAPPER

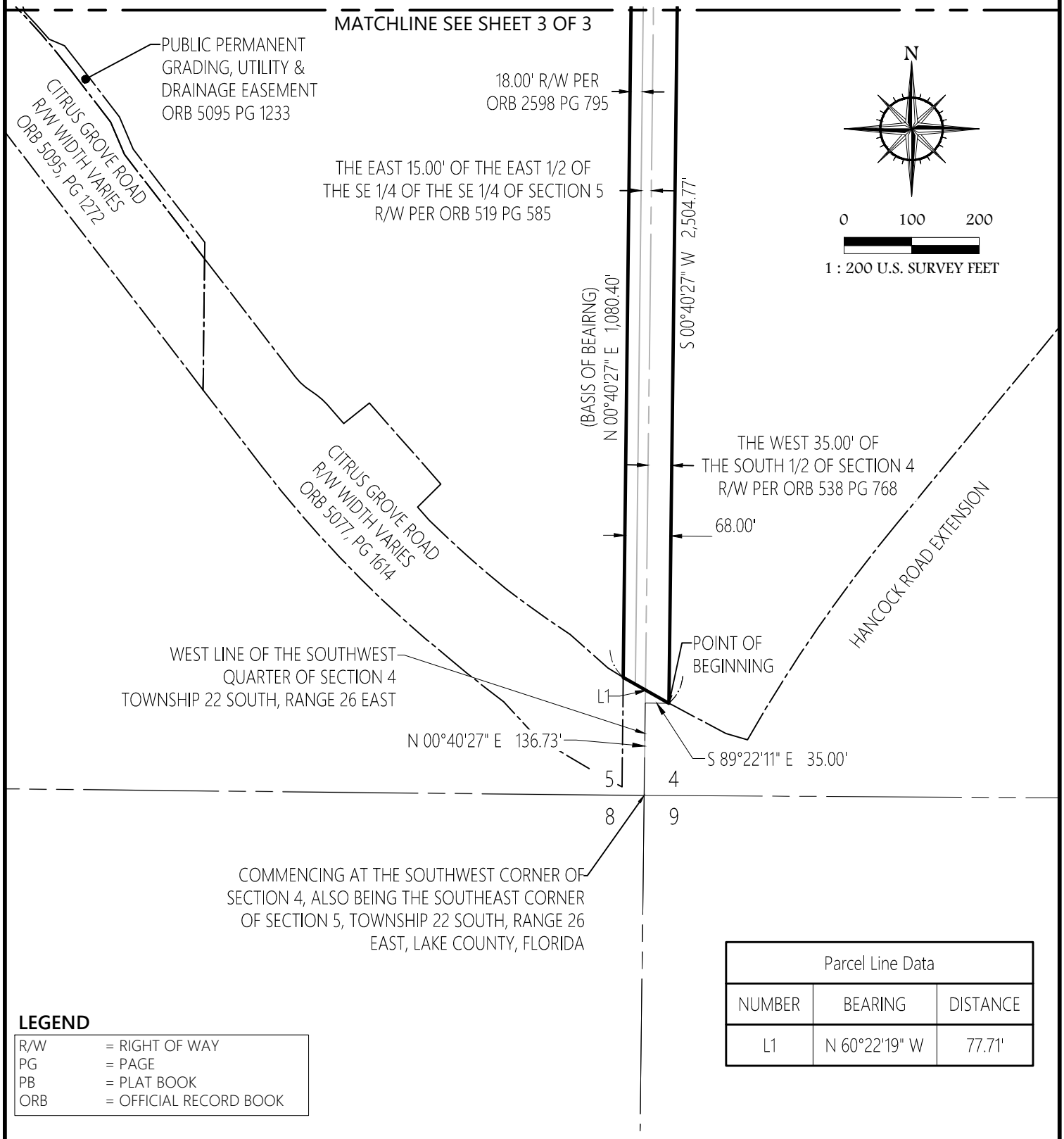
SECTIONS 4 & 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST - LAKE COUNTY, FLORIDA

Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153
Vanasse Hangen Brustlin, Inc.

DRAWN BY: JAP | CHECKED: IOS
PROJECT # 64869.00
DRAWING: 64869.00 Sk&Desc TF_R-W.dwg
DRAWING DATE: 12/17/2025
SHEET 1 OF 3

SKETCH & DESCRIPTION
Turkey Farm Road Transfer
ISSUED FOR:
Lake County to City of Minneola

SKETCH



Parcel Line Data		
NUMBER	BEARING	DISTANCE
L1	N 60°22'19" W	77.71'

LEGEND

R/W	= RIGHT OF WAY
PG	= PAGE
PB	= PLAT BOOK
ORB	= OFFICIAL RECORD BOOK

SEE SHEET 1 OF 3 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTIONS 4 & 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST - LAKE COUNTY, FLORIDA

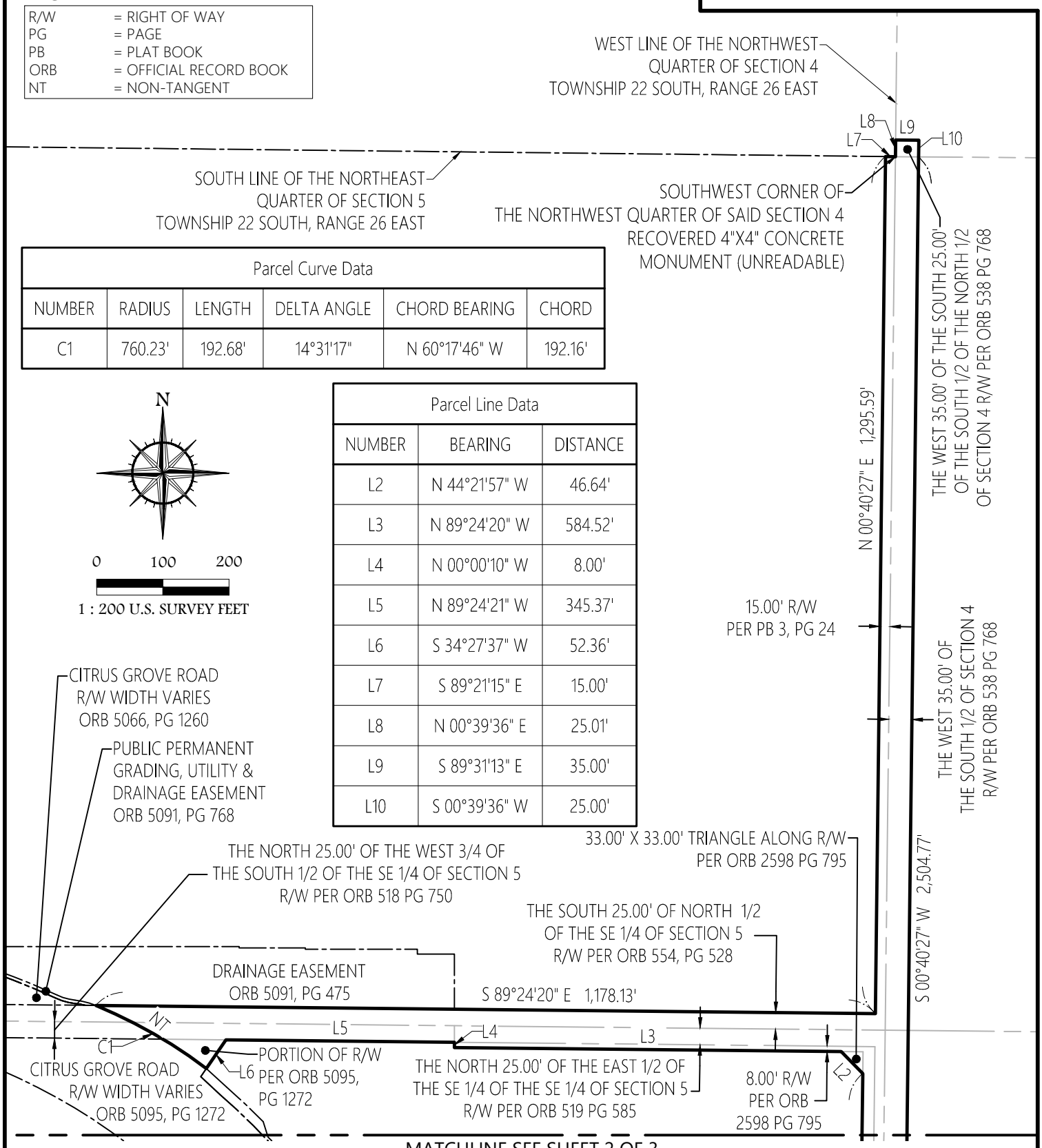
vhb
Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153
Vanasse Hangen Brustlin, Inc.

DRAWN BY: JAP	CHECKED: IOS
PROJECT # 64869.00	
DRAWING: 64869.00 Sk&Desc TF_R-W.dwg	
DRAWING DATE: 12/17/2025	
SCALE: 1" = 200'	SHEET 2 OF 3

SKETCH & DESCRIPTION
Turkey Farm Road Transfer
ISSUED FOR:
Lake County to City of Minneola

SKETCH LEGEND

R/W	= RIGHT OF WAY
PG	= PAGE
PB	= PLAT BOOK
ORB	= OFFICIAL RECORD BOOK
NT	= NON-TANGENT



Parcel Curve Data					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	760.23'	192.68'	14°31'17"	N 60°17'46" W	192.16'

Parcel Line Data		
NUMBER	BEARING	DISTANCE
L2	N 44°21'57" W	46.64'
L3	N 89°24'20" W	584.52'
L4	N 00°00'10" W	8.00'
L5	N 89°24'21" W	345.37'
L6	S 34°27'37" W	52.36'
L7	S 89°21'15" E	15.00'
L8	N 00°39'36" E	25.01'
L9	S 89°31'13" E	35.00'
L10	S 00°39'36" W	25.00'

N

0 100 200

1 : 200 U.S. SURVEY FEET

MATCHLINE SEE SHEET 2 OF 3

SEE SHEET 1 OF 3 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTIONS 4 & 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST - LAKE COUNTY, FLORIDA

Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153
Vanasse Hangen Brustlin, Inc.

DRAWN BY: JAP	CHECKED: IOS
PROJECT # 64869.00	
DRAWING: 64869.00 Sk&Desc TF_R-W.dwg	
DRAWING DATE: 12/17/2025	
SCALE: 1" = 200'	SHEET 3 OF 3

SKETCH & DESCRIPTION

Turkey Farm Road Transfer

ISSUED FOR:

Lake County to City of Minneola

EXHIBIT "B"

APPLICABLE INSTRUMENTS

1. Right of Way Deed from Carl R. Ragnitt to Lake County dated August 9, 1973 recorded at Official Records Book 519 Page 585, Lake County, Florida records.

2. Right of Way Deed from Anne M. Ward to Lake County dated August 10, 1973 recorded at Official Records Book 518 Page 750, aforesaid records.

3. Right of Way Deed from Lykes-Pasco Packing Company to Lake County dated December 12, 1973 recorded at Official Records Book 538 Page 768, aforesaid records.

4. Right of Way Deed from Florida Groves, Inc. to Lake County dated May 17, 1974 recorded at Official Records Book 554 Page 528, aforesaid records.

5. Statutory Warranty Deed from Crittenden Fruit Company, Inc., and by merger with Orange Blossom Fruit Company, Inc., to Lake County dated June 21, 2004 recorded at Official Records Book 2598 Page 795, aforesaid records.

6. Drainage Easement (Limited Corporation) from Founders Ridge Development, LLC to Lake County dated April 3, 2018 recorded at Official Records Book 5091 Page 475, aforesaid records.

EXHIBIT "C"
AFFIDAVIT AFFECTING REAL PROPERTY
{Pursuant to Section 695.26, Florida Statutes}

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned authority, on this day personally appeared, _____, as _____ for Lake County, Florida, a political subdivision of the State of Florida ("County"), P.O. Box 7800, Tavares, Florida 32778, who being first duly sworn, deposes and says:

1. This is an Affidavit Affecting Real Property pursuant to Section 695.26, Florida Statutes, by which an interest in real property is transferred by the County to the City of Minneola, Florida ("City"), and operation and maintenance responsibilities are assigned by the City to Camp Lake IA, LLC ("CLIA"), via an Agreement dated _____, 2025 (the "Effective Date").

2. As of the Effective Date, any and all jurisdiction and ownership interest, including operation and maintenance responsibilities, however, all parties recognize that these are being assumed by CLIA, that the County may have in the right-of-way commonly referred to as Turkey Farm Road and being more particularly described in **Exhibit "A"** attached hereto and all related right of way, easement, maintenance, and other rights and obligations of the County pursuant to: (i) Right of Way Deed from Carl R. Ragnitt to Lake County dated August 9, 1973 recorded at Official Records Book 519 Page 585, Lake County, Florida records; (ii) Right of Way Deed from Anne M. Ward to Lake County dated August 10, 1973 recorded at Official Records Book 518 Page 750, aforesaid records; (iii) Right of Way Deed from Lykes-Pasco Packing Company to Lake County dated December 12, 1973 recorded at Official Records Book 538 Page 768, aforesaid records; (iv) Right of Way Deed from Florida Groves, Inc. to Lake County dated May 17, 1974 recorded at Official Records Book 554 Page 528, aforesaid records; (v) Statutory Warranty Deed from Crittenden Fruit Company, Inc., and by merger with Orange Blossom Fruit Company, Inc., to Lake County dated June 21, 2004 recorded at Official Records Book 2598 Page 795, aforesaid records; and (vi) Drainage Easement (Limited Corporation) from Founders Ridge Development, LLC to Lake County dated April 3, 2018 recorded at Official Records Book 5091 Page 475, aforesaid records, were transferred to the City for jurisdiction and ownership purposes, and the operation and maintenance responsibilities were assigned to CLIA.

3. This Affidavit is being recorded to provide notice to third parties that CLIA, its successors and assigns, are fully responsible for the operation and maintenance of the herein described roadway and related right of way, and that the City and County have no such responsibilities unless separately agreed to in writing.

FURTHER AFFIANT SAYETH NOT.

[Signature on the following page.]

CLIA
CAMP LAKE IA LLC,
a Delaware limited liability company

By: CAMP LAKE HOLDINGS IA LLC,
a Delaware limited liability company, its Manager

By: CAMP LAKE VENTURE IA LLC,
a Delaware limited liability company, its Manager

By: SDP CAMP LAKE IA INVESTORS LLC,
a Georgia limited liability company, its Manager

By: SDP CAMP LAKE IA MANAGER LLC,
a Georgia limited liability company, its Manager

By: _____
Name: John Young, Jr.
Title: Manager

STATE OF
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by, who is personally known to be or produced _____ as identification.

_____
Notary Public - State of Georgia
Printed Name: _____

EXHIBIT "A" (TO AFFIDAVIT AFFECTING REAL PROPERTY)

LEGAL DESCRIPTION AND DEPICTION OF TURKEY FARM ROAD

[Attached]

DESCRIPTION

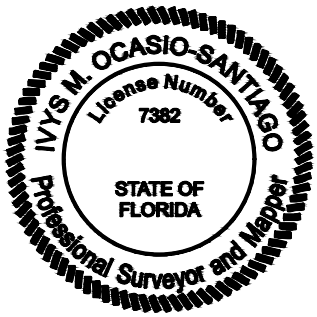
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST AND NORTHWEST QUARTERS OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00°40'27" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 136.73 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89°22'11" EAST, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 60° 22' 19" WEST, A DISTANCE OF 77.71 FEET; THENCE NORTH 00° 40' 27" EAST, A DISTANCE OF 1080.40 FEET; THENCE NORTH 44° 21' 57" WEST, A DISTANCE OF 46.64 FEET; THENCE NORTH 89° 24' 20" WEST, A DISTANCE OF 584.52 FEET; THENCE NORTH 00° 00' 10" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 89° 24' 21" WEST, A DISTANCE OF 345.37 FEET; THENCE SOUTH 34° 27' 37" WEST, A DISTANCE OF 52.36 FEET; TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVED TO SOUTHWESTERLY, HAVING A RADIUS OF 760.23 FEET, A CENTRAL ANGLE OF 14° 31' 17", WITH A CHORD BEARING OF NORTH 60° 17' 46" WEST, AND A CHORD DISTANCE OF 192.16 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.68 FEET TO THE POINT OF NON-TANGENCY; THENCE SOUTH 89° 24' 20" EAST, A DISTANCE OF 1178.13 FEET; THENCE NORTH 00° 40' 27" EAST, A DISTANCE OF 1295.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE ALONG SAID SOUTH LINE, SOUTH 89° 21' 15" EAST, A DISTANCE OF 15.00 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 00° 39' 36" EAST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 25.01 FEET; THENCE DEPARTING SAID WEST LINE, SOUTH 89° 31' 13" EAST, A DISTANCE OF 35.00 FEET;THENCE SOUTH 00° 39' 36" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00° 40' 27" WEST, A DISTANCE OF 2504.77 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 4.81 ACRES, MORE OR LESS.

NOTES

1. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING NORTH 00° 40' 27" EAST. STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NAD83 DATUM, U.S. SURVEY FOOT.



CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

DRAFT 12/17/2025

IVYS M. OCASIO-SANTIAGO, PSM — DATE
FLORIDA REG. No. 7382
PROFESSIONAL SURVEYOR AND MAPPER

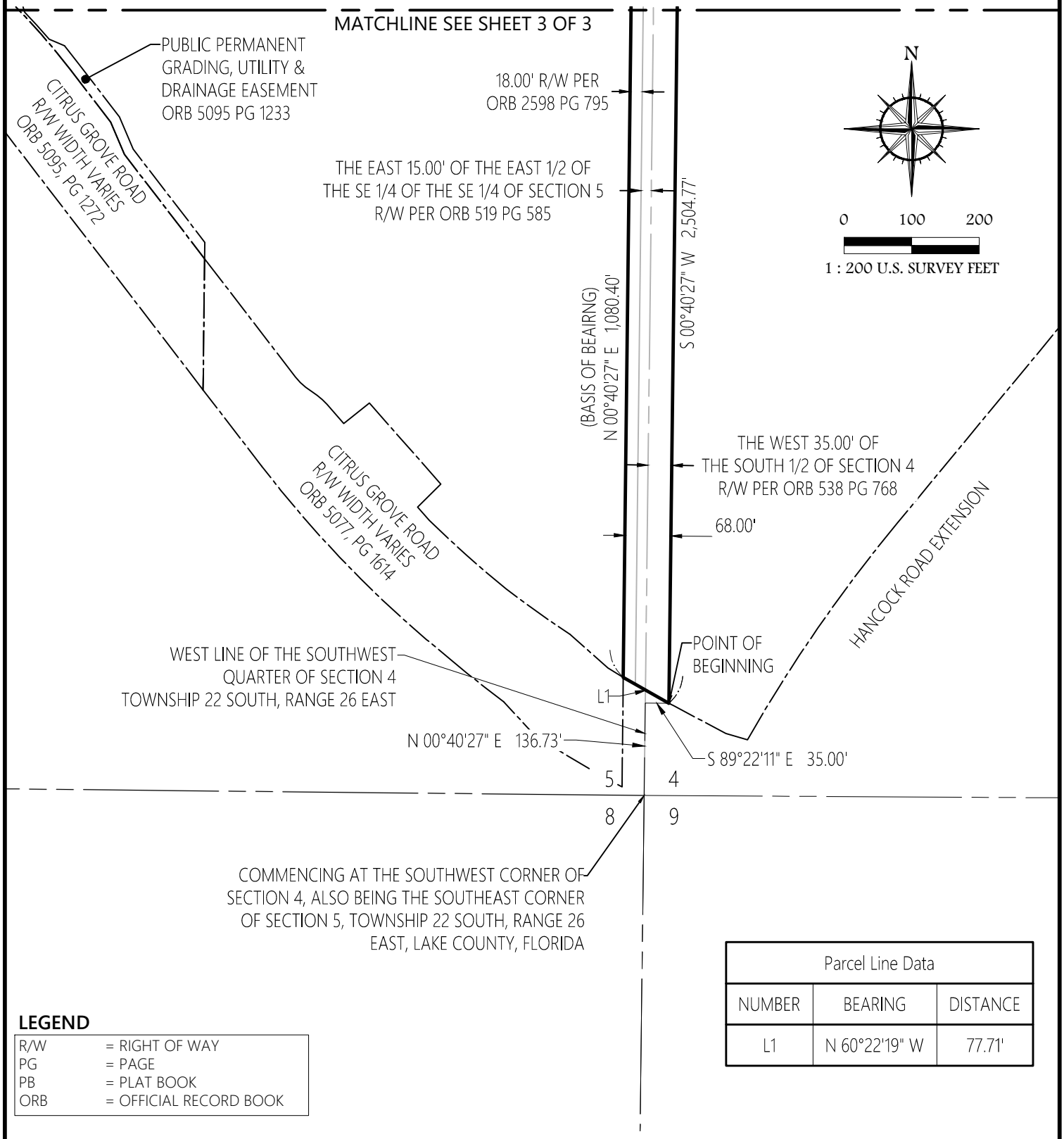
SECTIONS 4 & 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST - LAKE COUNTY, FLORIDA

Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153
Vanasse Hangen Brustlin, Inc.

DRAWN BY: JAP | CHECKED: IOS
PROJECT # 64869.00
DRAWING: 64869.00 Sk&Desc TF_R-W.dwg
DRAWING DATE: 12/17/2025
SHEET 1 OF 3

SKETCH & DESCRIPTION
Turkey Farm Road Transfer
ISSUED FOR:
Lake County to City of Minneola

SKETCH



Parcel Line Data		
NUMBER	BEARING	DISTANCE
L1	N 60°22'19" W	77.71'

LEGEND

R/W	= RIGHT OF WAY
PG	= PAGE
PB	= PLAT BOOK
ORB	= OFFICIAL RECORD BOOK

SEE SHEET 1 OF 3 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTIONS 4 & 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST - LAKE COUNTY, FLORIDA

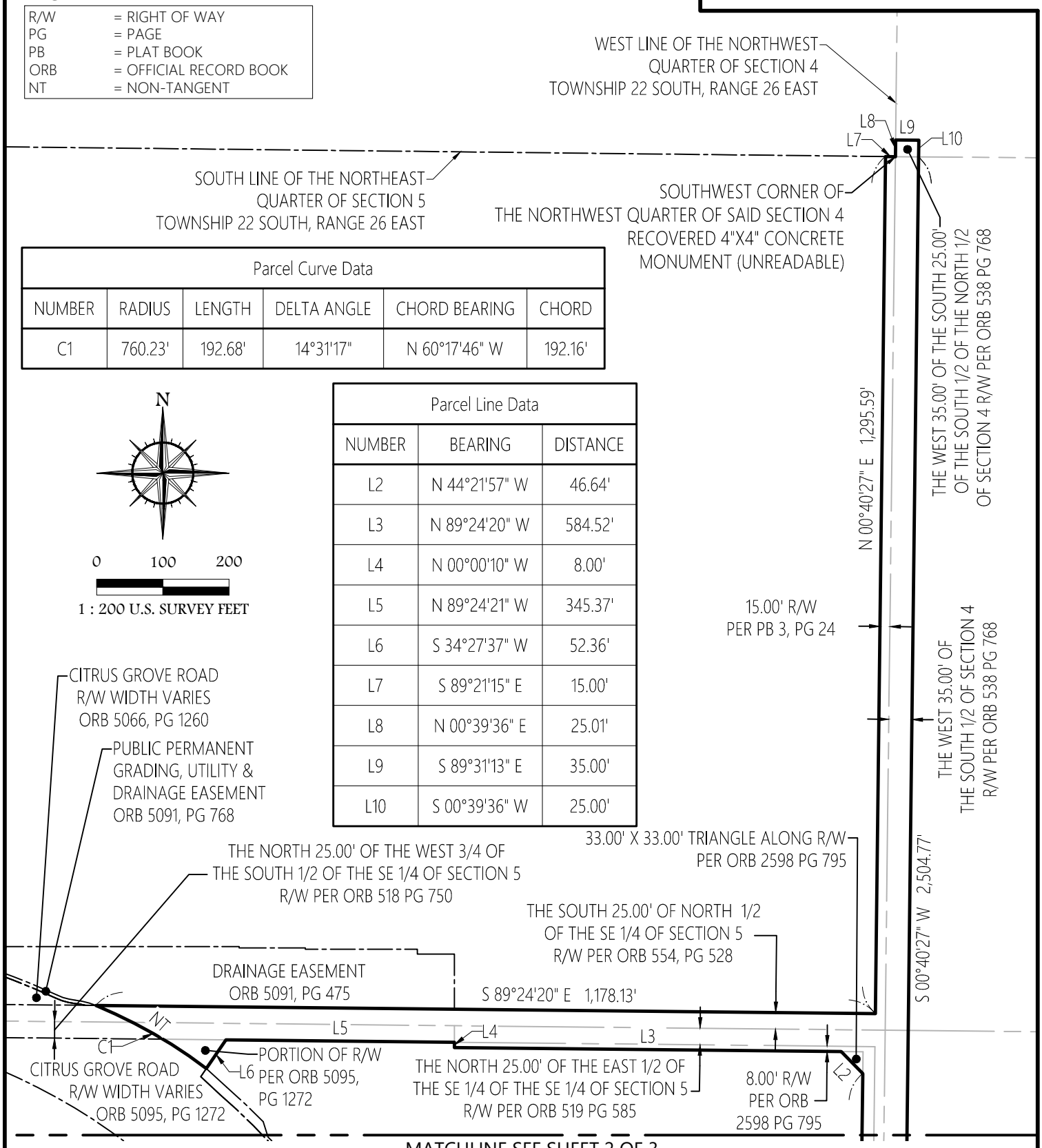
vhb
Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153
Vanasse Hangen Brustlin, Inc.

DRAWN BY: JAP	CHECKED: IOS
PROJECT # 64869.00	
DRAWING: 64869.00 Sk&Desc TF_R-W.dwg	
DRAWING DATE: 12/17/2025	
SCALE: 1" = 200'	SHEET 2 OF 3

SKETCH & DESCRIPTION
Turkey Farm Road Transfer
ISSUED FOR:
Lake County to City of Minneola

SKETCH LEGEND

R/W	= RIGHT OF WAY
PG	= PAGE
PB	= PLAT BOOK
ORB	= OFFICIAL RECORD BOOK
NT	= NON-TANGENT



Parcel Curve Data					
NUMBER	RADIUS	LENGTH	DELTA ANGLE	CHORD BEARING	CHORD
C1	760.23'	192.68'	14°31'17"	N 60°17'46" W	192.16'

Parcel Line Data		
NUMBER	BEARING	DISTANCE
L2	N 44°21'57" W	46.64'
L3	N 89°24'20" W	584.52'
L4	N 00°00'10" W	8.00'
L5	N 89°24'21" W	345.37'
L6	S 34°27'37" W	52.36'
L7	S 89°21'15" E	15.00'
L8	N 00°39'36" E	25.01'
L9	S 89°31'13" E	35.00'
L10	S 00°39'36" W	25.00'

N

0 100 200

1 : 200 U.S. SURVEY FEET

MATCHLINE SEE SHEET 2 OF 3

SEE SHEET 1 OF 3 FOR DESCRIPTION, CERTIFICATION AND NOTES

SECTIONS 4 & 5, TOWNSHIP 22 SOUTH, RANGE 26 EAST - LAKE COUNTY, FLORIDA

Landmark Center Two
225 E. Robinson St., Suite 300
Orlando, FL 32801
407.839.4006 / FAX 407.839.4008
Licensed Business # 7153
Vanasse Hangen Brustlin, Inc.

DRAWN BY: JAP	CHECKED: IOS
PROJECT # 64869.00	
DRAWING: 64869.00 Sk&Desc TF_R-W.dwg	
DRAWING DATE: 12/17/2025	
SCALE: 1" = 200'	SHEET 3 OF 3

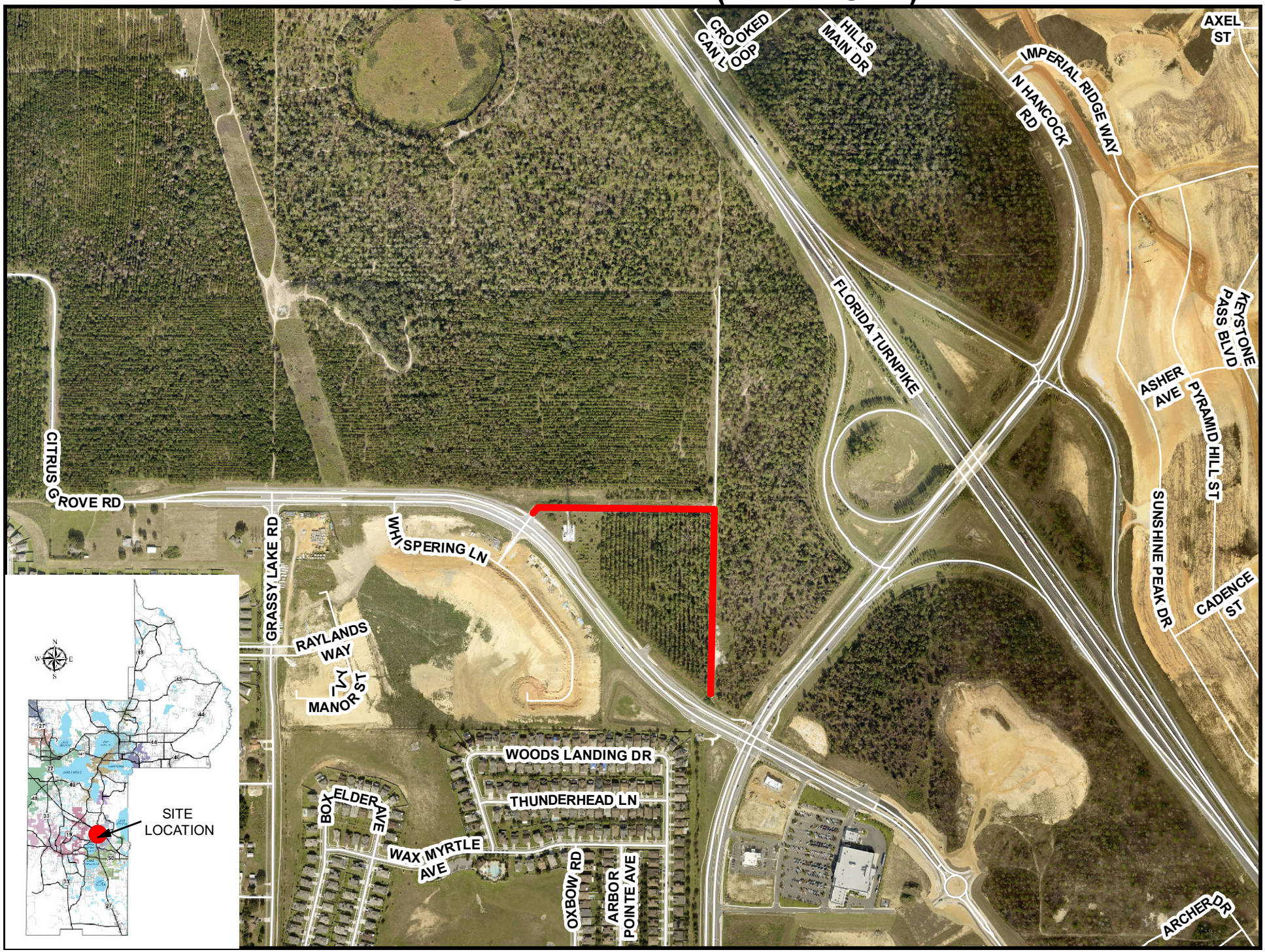
SKETCH & DESCRIPTION

Turkey Farm Road Transfer

ISSUED FOR:

Lake County to City of Minneola

TURKEY FARM RD (CLAY ROAD)



BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/19/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 42828
BY: Angela Harrold, Office of Parks & Water Resources Operations Director
SUBJECT: Interlocal Agreement with the Town of Astatula for Park Improvement Projects

---

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of an Interlocal Agreement with the Town of Astatula to provide Infrastructure Sales Tax funding in the amount of $110,000 to complete park improvement projects at Joe Swaffer Park (Delaware Ave, Astatula) and Kirkwood Park (County Road 561, Astatula).
2. Of a budget transfer in the amount of $110,000 from Improvements Other Than Buildings to Aids to Gov't Agencies.

The fiscal impact is $110,000 (expenditure). Commission District 3.

BACKGROUND SUMMARY: On August 27, 2024, the Board of County Commissioners (Board) approved the Fiscal Year (FY) 2025 Infrastructure Sales Tax (IST) Project Plan, which included a $110,000 funding request from the Town of Astatula (Town) to partner with the County and purchase a portion of property adjacent to the Astatula Boat Ramp.

The Town notified the County that the purchase of the land for sale adjacent to the Astatula Boat Ramp was not moving forward and requested that the previously approved IST funds be reallocated to support improvements at Joe Swaffar Park and Kirkwood Park within the Town. On August 11, 2025, the Town presented this to the Parks, Recreation and Trails Advisory Board, which voted unanimously to recommend approval of the reallocation to the Board.

On August 26, 2025, the Board approved the FY 2026 IST Project Plan, including the Town's request to reallocate the approved $110,000 in funding from the property purchase to park improvement projects at Joe Swaffar Park and Kirkwood Park. The park improvement projects include, but are not limited to, ADA improvements, lighting, security and parking improvements and a small restroom to be constructed at Kirkwood Park.

Fiscal Impact: $110,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
2nd Renewal Sls Tax - Aids Gov't Agencies	3050	2952750	880810	40055	$110,000.00

Advertised Date: Paper:

Attachments:

1.	ILA_Astatula_Swaffar Kirkwood Parks IST Funding FY25_03.17.26
2.	BUA for Agenda Item 42828 Fund 3050 TOWN OF ASTATULA

STAFF APPROVALS AND DATES:

Angela Harrold	Created/Initiated - 03/19/2026
Grace Burgos	Approved - 04/02/2026
Lindsaia Johansmeyer	Approved - 04/02/2026
Angela Harrold	Approved - 04/02/2026
Roberto Bonilla	Approved - 04/02/2026
Kerri Andrews	Approved - 04/03/2026
Alexis Clark	Approved - 04/08/2026
Ron Falanga	Approved - 04/08/2026
Kandace Pourbaix	Approved - 04/08/2026
Miranda Lanoue	Approved - 04/09/2026
Jaime Stewart	Approved - 04/09/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Approved - 04/16/2026
Jaime Stewart	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY, FLORIDA, AND THE TOWN OF ASTATULA, FLORIDA, RELATING TO FUNDING IMPROVEMENTS FOR JOE SWAFFAR PARK AND KIRKWOOD PARK

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the Town of Astatula, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the "Town," collectively referred to as the "Parties," for improvements to Joe Swaffar Park and Kirkwood Park, located in Astatula, Lake County, Florida.

WITNESSETH

WHEREAS, on August 27, 2024, the Lake County Board of County Commissioners ("Board") approved the Fiscal Year 2025 Infrastructure Sales Tax Project Plan which included the Town's funding request for purchasing of a portion of property adjacent to the Astatula Boat Ramp located in Astatula ("Project"); and

WHEREAS, on July 23, 2025, the Town notified the County that the land purchase for the property adjacent to the Astatula Boat Ramp was no longer taking place and requested to reallocate the approved Fiscal Year 2025 Infrastructure Sales Tax funds to support improvements to the Joe Swaffar Park ("Swaffar Project") and Kirkwood Park ("Kirkwood Project"), collectively referred to as the "Projects", a copy of which is attached hereto and incorporated herein as part of **Exhibit A (Composite)**; and

WHEREAS, on August 11, 2025, the Parks, Recreation & Trails Advisory Board approved the request from the Town to reallocate the funds to support the proposed improvements to the Parks; and

WHEREAS, the Board approved the change in use of funds by Town as part of its Infrastructure Sales Tax workshop for Fiscal Year 2026; and

WHEREAS, the Parties agree that entry into this Agreement is in the best interest of the Parties, the residents of the area, and their public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Legal Findings of Fact.

The foregoing recitals are hereby adopted as legislative findings of the Lake County 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. Project Description.

A. Funds provided under this Agreement will be utilized by the Town for construction of improvements at the Joe Swaffar Park (aka Delaware Park) located on Delaware Avenue, Astatula, Florida 34704 (Alt. Keys 1604966/1087180 / PIDs 29-20-26-0100-00D-00500/29-20-26-0100-00D-02100) ("Swaffar Project") as well as improvements at the Kirkwood Park located at 25009 County Road 561,

Astatula, Florida 34705 (Alt. Key 3777192 / PID 29-20-26-1100-002-00100) ("Kirkwood Project"), collectively referred to as the "Projects," both of which are owned and maintained by the Town. Maps depicting the locations of the Projects are attached hereto and incorporated herein as **Exhibit A (Composite)**.

B. The Town has identified the following areas of need to be addressed utilizing the Funding provided under this Agreement:

i. **Swaffar Project**: improvements to Swaffar Park

- ADA compliant ramp installation at restroom facility.
- Lighting installation for pickleball and basketball courts to allow evening use.
- Security camera coverage representing approximately 40% of the total system.

ii. **Kirkwood Project**: improvements to Kirkwood Park include:

- Asphalt parking area construction for organized park access.
- Small restroom facility similar to the facility located at Swaffar Park.
- Security camera coverage representing approximately 60% of the total park system.

C. Town will be solely responsible for maintenance of improvements following installation for the duration of the life of the improvements installed as part of the Projects. The Parties expressly agree and understand that the Project is intended to benefit both Town and County residents. In the event the Town implements a fee for use of the parks and any ancillary property, such as parking lots adjacent thereto, said fee shall be the same for all users regardless of residency for a period of five (5) years from the date construction is completed and opened to the public.

3. Funding for Improvements.

The County shall provide a lump-sum payment of **One Hundred Ten Thousand Dollars and 00/100 ($110,000.00)** to the Town within sixty (60) days of the Effective Date, for the Projects. Funds shall be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. Should the Town not proceed with the construction of either or both of the Projects, the Town is required to return the funding to the County within thirty (30) days' notice of cancellation of the Project. Town shall provide County with documentation demonstrating expenditure of Funds was consistent with the terms of this Agreement within sixty (60) days of completion of each Project. The Town shall return excess Funds, if any, following the completion of the Projects.

4. Effective Date and Term.

This Agreement shall become effective upon the date the last Party hereto executes it ("Effective Date") and will remain in effect for twenty-four (24) months following the Effective Date ("Term"). The Town

shall commence the Project immediately following the Effective Date. The Project shall be completed within twenty-four (24) months from the Effective Date of this Agreement. The Town will provide notice of completion to the County within thirty (30) days of completion.

5. Termination.

Either Party shall have the right to terminate this Agreement in whole or in part without cause with thirty (30) days written notice to the other, so long as the improvements under each Project have not begun by the Town. Once improvements have commenced on either or both Projects, this Agreement cannot be terminated unless mutually agreed upon by the Parties in writing.

6. Modifications.

Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

7. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

With copy to:
Lake County Attorney's Office
P.O. Box 7800
Tavares, Florida 32778

TOWN
Mitchell Mack, Mayor
Town of Astatula
P.O. Box 609
Astatula, Florida 34705

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

8. Default and Opportunity to Cure.

If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either

Party, the non-defaulting Party shall provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default. In the event of monetary default, Town shall reimburse County in an amount equal to all improperly spent funds and will reimburse County all funds provided to Town but not obligated for eligible costs at the time of default.

9. Governing Law, Venue, and Waiver of Jury Trial.

This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

10. Public Records.

All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

11. Recordkeeping.

A. The Town shall maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

B. In the event the County determines that such records are not being adequately maintained by the Town, the County may cancel this Agreement in accordance the terms herein.

C. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The Town will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County shall provide notice of its intent to inspect records to the Town at least three (3) business days in advance.

D. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The Town shall retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. The Town 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 any litigation, claim,

negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

E. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the Town in performance of any work under this Agreement.

F. This Section shall survive the expiration or earlier termination of this Agreement.

12. Recapture of Funds.

A. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Town is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, Town is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if Town is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

B. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

C. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

D. The County's determination that an expenditure is eligible does not relieve the Town of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

E. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 7 Notice** requirements and this Agreement.

F. The Town has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The Town will also report all suspected fraud to the County.

13. Reversion of Assets.

Within thirty (30) days following the expiration or termination of this Agreement, the Town shall transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

14. Indemnification.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign

immunity or statutory limitations on liability including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

15. Disclaimer of Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

16. Severability.

In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

17. Construction.

This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

18. Waiver.

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.

19. Assignment.

Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

20. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

21. Entire 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 must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)..... Town's Funding Request and Board Approvals (9 pages).

IN WITNESS WHEREOF, the Parties have signed this Agreement through their authorized representatives on the dates under each signature.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

TOWN

TOWN OF ASTATULA, FLORIDA

Zane Teeters, Jr., Mayor

This 7 day of April, 2026.

ATTEST:

Charles Jacien, Town Clerk

Approved as to form and legality:

David Langley, Town Attorney

EXHIBIT A (Composite)
Town's Funding Request & Board Approvals

Town of Astatula

Park Improvement Funding Submission Packet

Submitted to: Lake County Board of County Commissioners

Funding Allocation: $110,000

Parks: Joe Swaffar Park & Kirkwood Park

Date: March 16, 2026

Submitted by:

Zane A. Teeters Jr.
Mayor, Town of Astatula
zteeters@astatula.org
352-742-1100

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1. Mayor Transmittal Letter

2. Project Funding Summary

3. Project Benefit Statement

4. Project Description – Joe Swaffar Park

5. Project Description – Kirkwood Park

6. Park Location Maps (Reference)

1. Mayor Transmittal Letter

Dear Commissioners,

On behalf of the Town of Astatula, please accept this submission packet outlining proposed park improvement projects intended to be funded through the Lake County allocation in the approximate amount of $110,000. These improvements will enhance accessibility, recreational opportunities, and safety at Joe Swaffar Park and Kirkwood Park.

The Town has identified several priority projects including accessibility improvements, restroom facilities, parking infrastructure, recreational lighting, and park security enhancements. Lighting improvements are proposed for the pickleball and basketball courts located at Joe Swaffar Park. A security camera system is proposed for both parks, with approximately sixty percent (60%) allocated to Kirkwood Park and forty percent (40%) allocated to Joe Swaffar Park.

All cost figures are conceptual planning estimates and not based on formal engineering or contractor bids. Final project scopes and costs will be determined through appropriate design and procurement processes consistent with Florida municipal purchasing requirements.

Respectfully submitted,

Zane A. Teeters Jr.
Mayor, Town of Astatula

2. Project Funding Summary

Project	Location	Estimated Cost Range	Purpose
ADA Ramp Installation	Joe Swaffar Park	$4,120 – $5,150	Improve ADA accessibility
Court Lighting (Pickleball & Basketball)	Joe Swaffar Park	$20,600 – $30,900	Extend recreation hours
Security Cameras (40%)	Joe Swaffar Park	$8,240 – $10,300	Security monitoring
Asphalt Parking Area	Kirkwood Park	$23,280 – $24,720	Provide organized parking
Restroom Facility	Kirkwood Park	$10,300 – $12,360	Public restroom access
Security Cameras (60%)	Kirkwood Park	$12,360 – $15,450	Security monitoring

Total Estimated Project Range: approximately $78,900 – $98,880

Lake County Funding Allocation: $110,000

3. Project Benefit Statement

- Improved ADA accessibility at Joe Swaffar Park.
- Extended recreational hours through lighting of the pickleball and basketball courts at Joe Swaffar Park.
- Improved public safety through installation of security camera systems at both parks.
- Improved infrastructure through construction of an asphalt parking area at Kirkwood Park.
- Improved visitor convenience through installation of a restroom facility at Kirkwood Park.
- Enhanced support for community recreation, youth activities, and town events.

4. Project Description – Joe Swaffar Park

Joe Swaffar Park is one of the Town's primary recreational facilities and contains pickleball and basketball courts frequently used by residents.

- ADA compliant ramp installation at restroom facility.
- Lighting installation for pickleball and basketball courts to allow evening use.
- Security camera coverage representing approximately 40% of the total system.

5. Project Description – Kirkwood Park

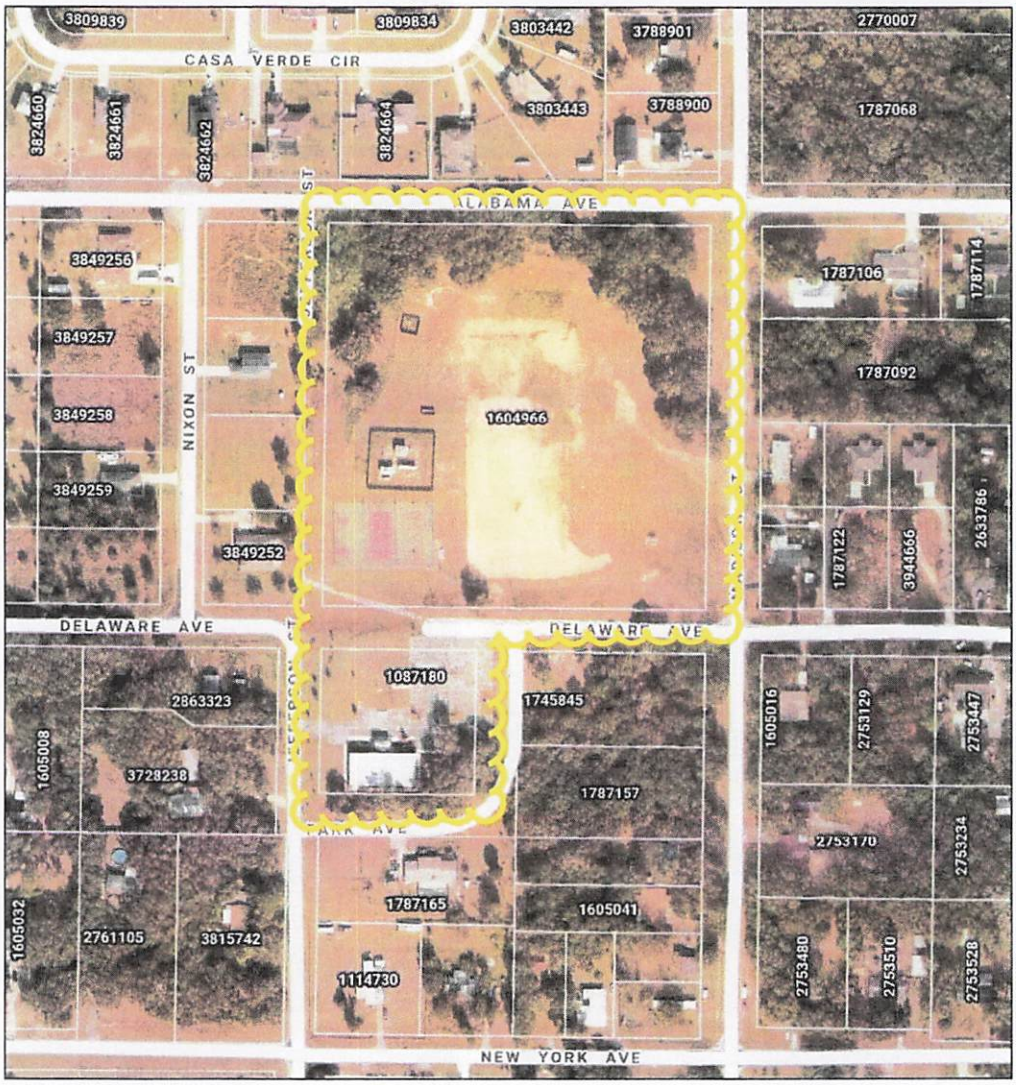
Kirkwood Park provides additional open space and recreational amenities for the Astatula community.

- Asphalt parking area construction for organized park access.
- Small restroom facility similar to the facility located at Swaffar Park.
- Security camera coverage representing approximately 60% of the total park system.

6. Park Location Maps (Reference)

Insert aerial maps of Joe Swaffar Park and Kirkwood Park showing approximate locations of the proposed improvements.

Joe Swaffar Park



February 3, 2026

1:2,500

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Tax Parcels

Tax Parcels Alternate Key

Local Streets 5K

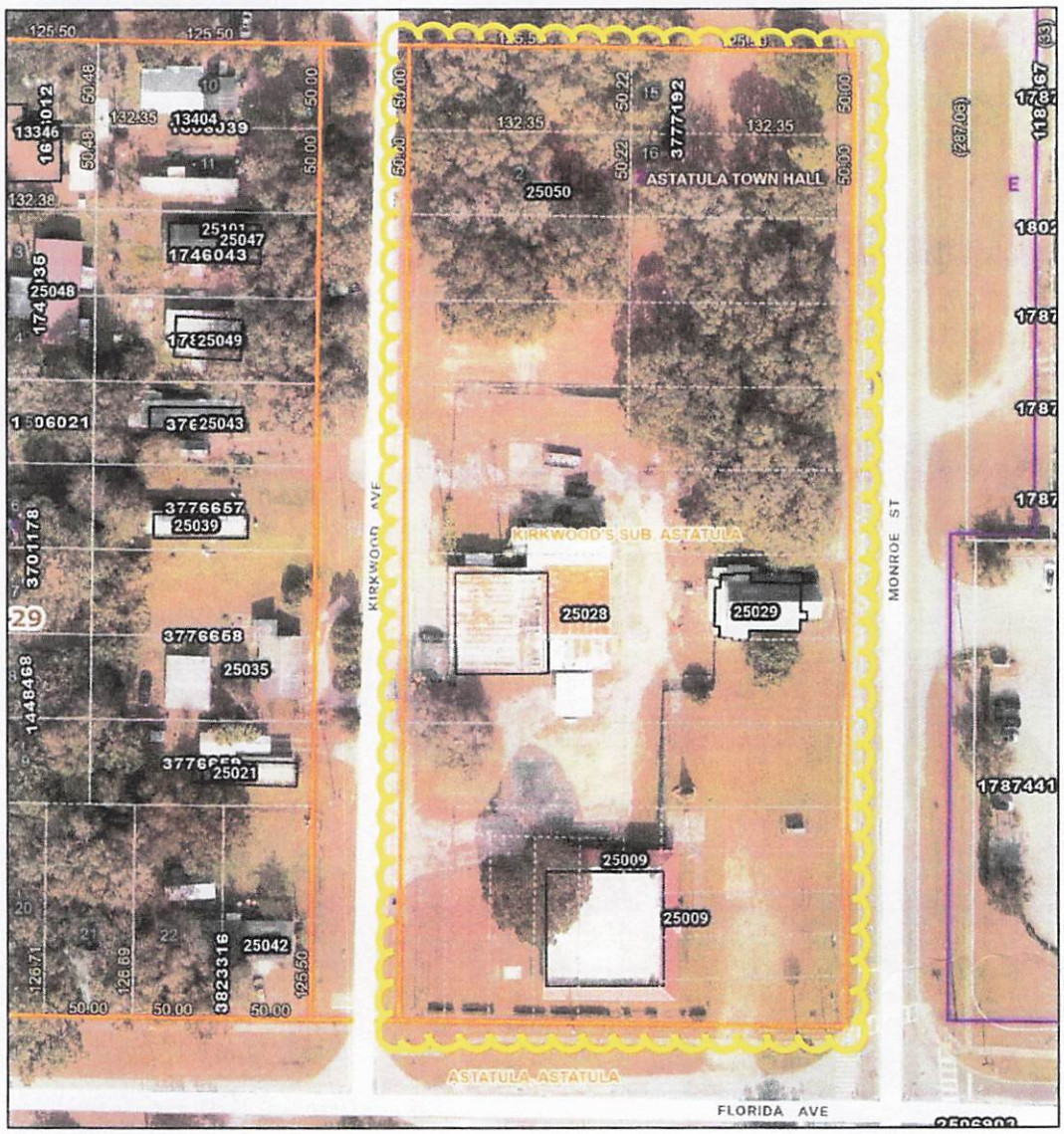
Street Names

County Boundary

Lake BCC

Lake County Board of County Commissioners

Kirkwood Park



February 4, 2026

1:1,000

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Section Grid	Subdivision Lots
Tax Parcels	Subdivision Lot Numbers
Tax Parcels Alternate Key	Subdivision Blocks
Property Name	Subdivision Boundaries
Boundary Line Dimensions	Local Streets 1K
Address Locations	Street Names
Building Footprints	County Boundary

Lake BCC

Lake County Board of County Commissioners

FY 2025 Proposed Infrastructure Sales Tax Project List

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total FY 2025-29
Public Safety						
Fire/EMS station renovations	2,200,000	1,600,000	1,535,000	1,665,000	3,287,000	10,287,000
Fire apparatus, vehicles and equipment	1,540,000	1,210,000	1,840,000	1,400,000	1,500,000	7,490,000
Sheriff vehicles and equipment	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Medical Transport vehicles and equipment	845,000	1,079,000	1,170,000	1,200,000	1,200,000	5,494,000
Public Safety Support Tower and Equipment Projects	-	-	-	-	-	-
ECOC facility improvements - technical upgrades	-	-	-	-	-	-
Public Safety logistics center	-	-	-	-	-	-
Combined Fleet operations center	-	-	-	-	-	-
Total Public Safety	6,085,000	5,389,000	6,045,000	5,765,000	7,487,000	30,771,000
Quality of Life						
County Libraries - building renovations and replacements	1,500,000	2,500,000	3,000,000	3,000,000	3,000,000	13,000,000
South Lake Regional Park (Partnership with City of Groveland)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Golden Triangle Regional Park (Public/Private Partnership City of Tavares/YMCA-East Campus)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
East Lake Sports & Community Complex - improvements per Master Plan - continue park buildout	1,000,000	1,200,000	1,550,000	1,550,000	1,550,000	6,850,000
Fairground and Event Center relocation	500,000	500,000	500,000	500,000	500,000	2,500,000
Green Mountain Scenic Overlook & Trailhead - construction of second tower	450,000	-	-	-	-	450,000
South Lake & Hancock Trail - improvements to multi-use trails and boardwalk	200,000	200,000	500,000	500,000	500,000	1,900,000
Various Parks, Public Lands Properties and Multi-Use Trail improvements	150,000	350,000	450,000	450,000	450,000	1,850,000
Lake Felter Park (Partnership with Kiwanis Club & City of Clermont)	110,000	-	-	-	-	110,000
PEAR Park - road, parking, pavilions, tennis/pickleball courts, nature center improvements	100,000	200,000	300,000	300,000	300,000	1,200,000
Ferndale Preserve - boardwalk, fishing pier, canoe/kayak launch and trail improvements	100,000	100,000	100,000	100,000	100,000	500,000
Minneola Athletic Complex - lighting of multi-use field, tennis & basketball courts	100,000	100,000	100,000	100,000	100,000	500,000
Northwest Lake Community Park (Partnership with City of Fruitland Park)	100,000	100,000	100,000	100,000	100,000	500,000
Neighborhood Lakes Trailhead - construction of trailhead facilities/improvements	100,000	100,000	100,000	100,000	100,000	500,000
Astatula Boat Ramp - parking improvements (Partnership with the Town of Astatula)	100,000	-	-	-	-	100,000
Clermont Arts and Recreation Center (Pickleball courts, Partnership with City of Clermont)	100,000	-	-	-	-	100,000
North Lake Regional Park - parking, path system, lighting, pickleball courts	50,000	50,000	100,000	100,000	100,000	400,000
Lake Idamere Park - pavilions, canoe launch, ADA and rubber surface improvements	-	100,000	100,000	100,000	100,000	400,000
Pasture Reserve-improvements per Master/Mgmt Plans-boardwalk, low water crossings, primitive camping	-	-	-	-	-	-
Pine Meadows Conservation Area - improvements per Master Plan - restroom, parking, trail	-	-	-	-	-	-
Total Quality of Life	7,660,000	8,500,000	9,300,000	9,900,000	9,900,000	45,860,000
Public Works						
FDOT grant match	3,556,200	4,093,300	2,600,000	3,000,000	-	13,249,500
Road resurfacing and improvements	1,757,000	1,400,000	1,400,000	1,500,000	4,500,000	10,557,000
Intersection improvements	860,000	860,000	860,000	860,000	860,000	4,300,000
Rosenwald Gardens - design and construction	826,000	-	-	-	-	826,000
Solid Waste equipment	500,000	500,000	500,000	500,000	500,000	2,500,000
Sidewalks - new construction, ADA retrofits	300,000	460,000	460,000	460,000	300,000	1,980,000
Public Works equipment	-	500,000	500,000	500,000	500,000	2,000,000
Landfill Cell closure	-	-	-	-	-	-
Trails - PD&E, feasibility studies, construction	-	-	-	-	-	-
Max Hooks Road - road improvements and utilities	-	-	-	-	-	-
Total Public Works	7,799,200	7,813,300	6,320,000	6,820,000	6,660,000	35,412,500
Other Public Infrastructure						
Capital Building construction & renovations	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
IT Enhancements	100,000	100,000	175,000	200,000	200,000	775,000
Transit vehicles, equipment and other infrastructure	63,000	-	-	-	-	63,000
Judicial Support IT Enhancements	59,000					59,000
Fleet equipment	50,000	-	-	-	-	50,000
Courthouse renovations	-	-	-	-	-	-
Total Other Public Infrastructure	1,272,000	1,100,000	1,175,000	1,200,000	1,200,000	5,947,000
Debt Service						
Road Resurfacing - Debt retires in FY 33 (12/1/32)	866,078	867,249	868,143	868,759	868,098	4,338,327
Animal Shelter - Debt retires in FY 33 (12/1/32)	626,696	625,706	620,578	620,310	624,811	3,118,101
Public Safety Radios - Debt retires in FY 28 (12/1/28)	1,309,849	1,313,325	1,304,431	1,306,168	1,332,210	6,564,983
Public Safety Radios - Revenue from municipalities	(516,000)	(516,000)	(516,000)	(516,000)	(516,000)	(2,580,000)
Total Debt Service	2,286,623	2,289,280	2,277,152	2,279,237	2,309,119	11,441,411
Total Expenditures	25,102,823	25,091,580	25,717,152	25,964,237	27,556,119	129,431,911
Total Estimated Revenues	25,102,823	25,091,580	25,717,152	25,964,237	27,556,119	129,431,911

FY 2026 Proposed Infrastructure Sales Tax Project List

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total FY 2026-30
Public Safety						
Sheriff vehicles and equipment	2,000,000	1,500,000	1,500,000	1,500,000	1,500,000	8,000,000
Public Safety Support Tower and Equipment Projects	1,687,732	615,000	735,000	-	815,000	3,852,732
Fire/EMS station renovations	1,800,000	1,535,000	1,665,000	3,287,000	2,277,262	10,364,262
Fire apparatus, vehicles and equipment	1,210,000	1,840,000	1,400,000	1,500,000	1,700,000	7,650,000
Medical Transport vehicles and equipment	1,079,000	1,170,000	1,200,000	1,200,000	1,500,000	6,149,000
ECOC generator and UPS system upgrades	-	600,000	-	-	-	600,000
Public safety logistics center	-	-	-	-	-	-
Combined fleet operations center	-	-	-	-	-	-
Total Public Safety	7,576,732	7,260,000	6,500,000	7,487,000	7,792,262	36,615,994
Quality of Life						
South Lake Regional Park (Partnership with City of Groveland)	1,865,000	1,865,000	1,865,000	1,865,000	1,865,000	9,325,000
Golden Triangle Regional Park (Public/Private Partnership City of Tavares/YMCA-East Campus)	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
East Lake Sports & Community Complex - Improvements per Master Plan - Continue Park Buildout	1,200,000	1,500,000	1,500,000	1,500,000	1,500,000	7,200,000
Fairground and Event Center Relocation	500,000	500,000	500,000	500,000	500,000	2,500,000
Various Parks, Public Lands Properties and Multi-Use Trail improvements	350,000	500,000	500,000	500,000	500,000	2,350,000
PEAR Park - Road, parking, pavilions, tennis/pickleball courts, nature center improvements	300,000	400,000	400,000	400,000	400,000	1,900,000
County Libraries - building renovation and replacements	250,000	750,000	3,000,000	3,000,000	2,250,000	9,250,000
South Lake Trail - Improvements to multi-use trails and boardwalk	200,000	400,000	400,000	400,000	400,000	1,800,000
Neighborhood Lakes Scenic Trail & Trailhead - Construction of trailhead facilities/improvements	100,000	100,000	100,000	100,000	500,000	900,000
Minneola Athletic Complex - Lighting of multi-use field, tennis & basketball courts	100,000	100,000	100,000	100,000	100,000	500,000
Northwest Lake Community Park (Partnership with City of Fruitland Park)	100,000	100,000	100,000	100,000	100,000	500,000
Lake Idamere Park - Pavilions, canoe launch, ADA and rubber surface improvements	100,000	100,000	100,000	100,000	100,000	500,000
North Lake Regional Park - Parking, path system, lighting, pickleball courts	50,000	100,000	100,000	100,000	100,000	450,000
Hancock Trail - Improvements to multi-use trail	-	100,000	100,000	100,000	100,000	400,000
Green Mountain Scenic Overlook & Trailhead - construction of second tower	-	-	-	-	-	-
Ferndale Preserve - Boardwalk, fishing pier, canoe/kayak launch and trail improvements	-	-	-	-	-	-
Wellness Way Regional Park	-	-	-	-	-	-
Hickory Point Recreation Complex	-	-	-	-	-	-
Astatula capital projects for existing parks - (Partnership with the Town of Astatula)	-	-	-	-	-	-
Clermont Arts and Recreation Center (Pickleball courts, Partnership with City of Clermont)	-	-	-	-	-	-
Total Quality of Life	6,615,000	8,015,000	10,265,000	10,265,000	9,915,000	45,075,000
Public Works						
FDOT Grant Match	4,093,300	2,600,000	3,000,000	-	-	9,693,300
Road Resurfacing and Improvements	2,024,465	1,872,529	1,500,000	4,500,000	4,500,000	14,396,994
Intersection improvements	860,000	860,000	860,000	860,000	860,000	4,300,000
Public Works Equipment	500,000	500,000	500,000	500,000	750,000	2,750,000
Solid Waste Equipment	500,000	500,000	500,000	500,000	500,000	2,500,000
Sidewalks - new construction, ADA retrofits	460,000	460,000	460,000	300,000	500,000	2,180,000
Landfill Cell Closure	-	-	-	-	-	-
Trails - PD&E, feasibility studies, construction	-	-	-	-	-	-
Max Hooks Road - road improvements and utilities	-	-	-	-	-	-
Rosenwald Gardens design and construction	-	-	-	-	-	-
Total Public Works	8,437,765	6,792,529	6,820,000	6,660,000	7,110,000	35,820,294
Other Public Infrastructure						
Capital Building Construction and Renovations	930,000	1,000,000	1,000,000	1,000,000	1,000,000	4,930,000
Tax Collector's HVAC Replacements	70,000					70,000
Fleet Equipment	150,000	-	-	-	500,000	650,000
IT Enhancements	50,000	125,000	150,000	150,000	100,000	575,000
Courthouse Renovations	-	-	-	-	-	-
Transit vehicles, equipment and other infrastructure	-	-	-	-	-	-
Judicial Support IT Enhancements	-	-	-	-	-	-
Total Other Public Infrastructure	1,200,000	1,125,000	1,150,000	1,150,000	1,600,000	6,225,000
Debt Service						
Road Resurfacing - Debt retires in FY 33 (12/1/32)	867,249	868,143	868,759	868,098	864,205	4,336,454
Animal Shelter - Debt retires in FY 33 (12/1/32)	625,706	620,578	620,310	624,811	624,081	3,115,486
Public Safety Radios - Debt retires in FY 29 (12/1/28)	1,312,235	1,304,431	1,306,168	1,332,210	-	5,255,044
Public Safety Radios - Revenue from municipalities	(516,000)	(516,000)	(516,000)	(516,000)	-	(2,064,000)
Total Debt Service	2,289,190	2,277,152	2,279,237	2,309,119	1,488,286	10,642,984
Total Expenditures	26,118,687	25,469,681	27,014,237	27,871,119	27,905,548	134,379,272
Total Estimated Revenues	26,118,687	25,469,681	27,014,237	27,871,119	27,905,548	134,379,272

Budget Adjustment

Agenda Item #: **42828**

Line	Org	Object	Project	Account Description	Increase	Decrease
1	2952750	860630		IOTB	-	10,000.00
2	2952750	860630	40055	IOTB - ASTATULA	-	100,000.00
3	2952750	880810	40055	AIDS-GOVT AGENCIES	110,000.00	-
					110,000.00	**110,000.00**

Description:

Transfer from Infrastructure Improvements Other Than Buildings to Infrastructure Aids to Gov't for the capital improvement project on Joe Swaffer Park and Kirkwood Park in Astatula.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/24/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Presentation
THRU:
ITEM ID: 42830
BY: Kathleen Dial, Executive Director
SUBJECT: Proposed Ordinance amending Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards*.

RECOMMENDATION/REQUIRED ACTION:
Discussion and direction regarding a proposed Ordinance amending Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards*.

There is no fiscal impact.

BACKGROUND SUMMARY: The Lake County Comprehensive Plan for Planning Horizon 2030 contains numerous policies that allow development to be in the form of a rural conservation subdivision. Policy I-7.4.2 of the Comprehensive Plan required the adoption of design criteria and guidelines for the development of conservation subdivisions in the Rural Future Land Use Series, Wekiva River Protection Area, Wekiva Study Area, and the Green Swamp Area of Critical State Concern. The County engaged the services of Randall Arendt, landscape planner, site designer, author, lecturer, and advocate of conservation planning, to develop the conservation subdivision design criteria. On May 10, 2022, and June 14, 2022, the Board of County Commissioners (Board) received public comment on the creation of the Rural Conservation Subdivision regulations. On January 24, 2023, the Board adopted Ordinance 2023-09, which created Chapter XVII, Lake County Code, Land Development Regulations, entitled Rural Conservation Subdivision Design Standards.

After an initial application was processed under Chapter XVII, it has been determined that adjustments to the regulations governing Rural Conservation Subdivisions are needed.

Staff has gathered input from interested stakeholders and residents. These recommendations were taken into consideration in the drafting of the proposed Ordinance.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:

Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Rural Conservation Subdivision Design Standards
3.	J. McIntosh_Affordable Housing Impact_Rural Conservation Subdivision Design Standards_4.16.2026

STAFF APPROVALS AND DATES:

Kathleen Dial	Created/Initiated - 03/24/2026
Kathleen Dial	Approved - 03/24/2026
Melanie Marsh	Approved - 04/16/2026
Sheri Hutchinson	Approved - 04/16/2026
David Eichinger	Approved - 04/16/2026
Michael Fitzgerald	Approved - 04/16/2026
Rachel Bartolowits	Approved - 04/19/2026
Kandace Pourbaix	Approved - 04/20/2026
Miranda Lanoue	Approved - 04/20/2026
Jaime Stewart	Approved - 04/20/2026
Melanie Marsh	Approved - 04/22/2026
Jennifer Barker	Approved - 04/22/2026
Marisol Saldana	Final Approval - 04/22/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

Summary of Ordinance

This purpose of this Ordinance is to amend Chapter XVII, Lake County Code, Appendix E, Land Development Regulations ("LDR"), entitled *Rural Conservation Subdivision Design Standards*, to enhance clarity and consistency in the application and interpretation of the standards.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE 2026 - ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; AMENDING CHAPTER XVII, LAKE COUNTY CODE, APPENDIX E, LAND DEVELOPMENT REGULATIONS, ENTITLED *RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS*; CLARIFYING CERTAIN PROVISIONS AND REQUIREMENTS; REFINING THE APPROVAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake County Comprehensive Plan for Planning Horizon 2030 contains numerous policies that require development to be in the form of a rural conservation subdivision; and

WHEREAS, Policy I-7.4.2 of the Comprehensive Plan required the adoption of design criteria and guidelines for the development of conservation subdivisions in the Rural Future Land Use Series, Wekiva River Protection Area, Wekiva Study Area, and the Green Swamp Area of Critical State Concern; and

WHEREAS, Goal I-5.1 of the Comprehensive Plan creates and governs the Rural Protection Areas (RPA) and Policy I-5.1 states that the County shall update its Land Development Regulations to implement conservation design standards for the RPAs; and

WHEREAS, the County engaged the services of Randall Arendt, who is a landscape planner, site designer, author, lecturer, and advocate of conservation planning, to develop the conservation subdivision design criteria; and

WHEREAS, the Board of County Commissioners (Board) did, on May 10, 2022, and June 14, 2022, receive public comments on the proposed Ordinance; and

WHEREAS, on January 24, 2023, the Board adopted Ordinance 2023-09, which created Chapter XVII, Lake County Code, Land Development Regulations, entitled *Rural Conservation Subdivision Design Standards*; and

WHEREAS, after an initial application was processed under Chapter XVII, it has been determined that adjustments to the regulations governing Rural Conservation Subdivisions are needed; and

WHEREAS, the Board finds that amending the *Rural Conservation Subdivision Design Standards* is in the best interests of the health, safety, and welfare of the residents of Lake County, Florida.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. **Amendment.** Portions of Chapter XVII, Lake County Code, Appendix E, Land Development Regulations, entitled *Rural Conservation Subdivision Design Standards*, is hereby amended to read as follows:

CHAPTER XVII RURAL CONSERVATION SUBDIVISION DESIGN STANDARDS

17.00.00 - Generally.

17.00.01 Purpose and Intent.

A. The purpose and intent of these regulations ~~is~~are to provide housing in a manner that ~~also~~ preserves agricultural and forestry lands, natural and cultural features, historic and archaeological sites, scenic viewsheds, and rural community character that would be at great risk of becoming lost through conventional development approaches, promoting sustainable development and which it is the policy to incorporate, to the greatest extent practicable, into an interconnected network of permanent greenway conservation lands adding both economic and environmental value to the proposed development and to the broader community.

B. Specific objectives include:

1. Cluster development to create large contiguous tracts of common open space or protected space; to protect environmentally sensitive areas, including, but not limited to, habitat, wildlife, and wildlife corridors; to maximize buffering to adjacent conservation land; to protect aquifer recharge and karst features; and to create opportunities for passive recreation;

2. Maintain, enhance, and protect corridors for wildlife movement in coordination with adjacent properties;

3. Minimize site disturbance and alteration of terrain, through use of design techniques that protect native vegetation and minimize earth movement such as reduced lane widths, stem-wall construction, and swales;

4. Protect common open space, wetlands, and other natural features in perpetuity by conservation easements or similar recorded and legally binding instruments, to the extent allowed by law;

5. Tree protection as set forth in Chapter IX, Section 9.02.00, of these regulations, as amended;

~~5~~6. Protect natural amenity areas for passive recreation;

~~6~~7. Protect dark skies through a dark sky lighting ordinance;

~~7~~8. Retain all stormwater on site or located in the same area of recharge. Stormwater management systems shall be designed using Low Impact Development principles and practices;

~~8~~9. Ensure that development along roadway corridors improves or protects the rural character of the corridor;

~~9~~10. Require the use of Best Management Practices for native landscaping and "right plant-right place" landscaping techniques to provide compatibility with the natural environment and minimize the use of chemicals, pesticides, and water for irrigation;

~~10~~11. Implement water conservation techniques including the limitation of overhead irrigation, except for low-volume irrigation such as drip or micro-irrigation systems, and areas used for vegetable gardens;

~~11~~12. Enhance the rural character, as defined in Chapter II of these regulations, of the project and surrounding area in accordance with Policy I-1.4.1, entitled *Elements of Rural Character*; ~~and~~

~~12~~13. To comply with existing Comprehensive Plan policies that provide for compatibility with adjacent land uses to protect rural residents' equestrian and agrarian lifestyles and economies~~.~~; and

14. Reserve and/or acquire the needed right-of-way for planning and construction of trails and trailheads and incorporating those needs into the development review processes, capital improvement plans, and grant applications for Public Works projects within the area of jurisdiction as outlined in the County's adopted Trails Master Plan.

17.00.02 Applicability. The regulations contained within this Chapter shall apply wherever a conservation subdivision is permitted~~required~~ under the Comprehensive Plan, including within the designated Rural Protection Areas, and may also be used to develop property not otherwise subject to the mandatory requirement. All conservation subdivision development shall also comply with any other applicable provisions of the Land Development Regulations to the extent the other regulations are not in conflict with this Chapter.

17.01.00~~–~~ Open Space and Protected Space Requirements.

17.01.01 Minimum Required Open Space. The minimum open space to be set aside shall be as follows:

Future Land Use Category/Overlay Districts/Rural Protection Areas	Minimum Open Space Requirement*
Rural Transition: 1 Unit / 3 Net Buildable Acres	35%

Rural Transition: 1 Unit / 1 Net Buildable Acre	50%
Ferndale Community: 10 or more Dwelling Units	50%
Wekiva River Protection Area A-1-40 Sending	50%
Wekiva River Protection Area A-1-20 Sending	50%
Wekiva Study Area: 10 or more Dwelling Units (resulting in a density greater than 1 Unit / 20 Net Acres)	35%
Wekiva-Ocala Rural Protection Area: 10 or more Dwelling Units (resulting in a density greater than 1 Unit / 20 Net Acres)	35%
Emeralda Marsh Rural Protection Area: 10 or more Dwelling Units (resulting in a density greater than 1 Unit / 20 Net Acres	35%
Yalaha-Lake Apopka Rural Protection Area	35%
Green Swamp Ridge	40%
Green Swamp Rural	60%
Green Swamp Rural Conservation	80%
Green Swamp Core Conservation	90%

* ~~Non-~~Unbuildable areas identified as Primary Conservation Areas, including wetlands and water bodies, are recognized as protected features but shall not be credited toward the minimum open space requirements. ~~Some portions of the protected space may be credited toward the minimum open space requirements.~~ Open space requirements for Future Land Use categories not shown above shall be as set forth in the Comprehensive Plan.

17.01.02 Protected Space and Open Space.

A. Conserved land shall be comprised of two types~~:~~ identified as "Primary Conservation Areas" and "Secondary Conservation Areas" and shall be configured to create or maintain interconnected networks of conservation lands, to the greatest extent that is practicable.

B. Primary Conservation Areas are the natural features that form the core of the area to be protected and do not count towards minimum open space requirements. They consist of the following constrained (unbuildable) land, and include the following site features:

1. Wetlands as defined by Section 373.019, Florida Statutes;
2. Floodplains (100-year) and alluvial soils identified as part of a Flood Insurance Study prepared by the Federal Emergency Management Agency (FEMA);
3. Sinkholes, and steep slopes greater than twenty-five (25) percent, identified as part of a site analysis conducted by a registered engineer, land surveyor, landscape architect, architect or land planner and calculated using topographic maps from an actual survey from the U.S. Geological Survey~~.~~;

C. Secondary Conservation Areas consist of unconstrained (buildable) land that would otherwise be suitable for development, and include the following site features:

1. Natural Upland Communities as set forth in Section 6.03.00 of these regulations (i.e., Longleaf Pine, Sand Hill, Sand Pine, and Xeric Oak Scrub).

2. Prime and Unique Farmland, whether actively used or not, including cropland, horticultural operations, fields, pastures, and meadows. Prime Farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, fiber, forage, oilseed, and other agricultural crops with minimum inputs of fuel, fertilizer, pesticides, and labor, without intolerable soil erosion, as determined by the U.S Secretary of Agriculture. Unique Farmland is land other than prime farmland that is used for production of specific high value food and fiber crops, as determined by the U.S. Secretary of Agriculture.
3. Natural areas, and wildlife habitats~~, including existing gopher tortoise habitat,~~ and corridors identified as part of:
    a. An Inventory of Natural Areas and ~~Wildlife~~Critical Habitats as prepared by a state agency, the Nature Conservancy, or a local land trust;
    b. A required ~~Environmental Assessment or Environmental Impact Statement~~Biological & Ecological Site Assessment (BESA); and/or
    c. An independent site study conducted by a trained botanist and/or biologist.
4. Slopes of fifteen (15) percent to twenty-five (25) percent which require special site protection due to their erosion potential, limitations for septic tank nitrification fields, and terrain or elevation changes. Such areas may be suitable for building, but higher site preparation and construction costs are to be expected.
5. Historic and/or archaeological sites, including, but not limited to cemeteries, sites listed on the Florida Master Site File maintained by the Florida Division of Historical Resources, the National Register of Historic Places or included on the State's National Register study list, designated as a local historic landmark or district, and/or designated as having a high potential for archaeological remains. Such sites are generally identified as part of:
    a. A local architectural survey;
    b. A local archaeological survey; and/or
    ~~c. A required Environmental Assessment;~~
    ~~d. Environmental Impact Statement; and/or~~
    ~~e~~c. An independent site study conducted by an architectural historian or archaeologist.
6. Public and/or private passive recreation areas, including pedestrian, bicycle, and equestrian trails, picnic areas, community commons or greens, and similar kinds of areas~~, Land in this category~~ receive~~s~~ full credit towards meeting the minimum open space requirement when it is located on unconstrained land. Active recreation areas shall not be counted towards the open space requirements.
7. Rain Gardens for stormwater bio-infiltration up to a maximum size of 7,500 square feet each and with a maximum depth of twenty-four (24) inches. These features shall be heavily landscaped on their sides and bottom with plant material (sometimes including shrubs and trees) that are able to tolerate alternating wet and dry conditions. Appropriate native vegetation

shall be used. Prohibited and invasive plants listed in the University of Florida, Institute of Food and Agricultural Sciences (IFAS) Assessment of Non-Native Plants in Florida's Natural Areas shall not be permitted. The list can be found at https://assessment.ifas.ufl.edu/assessments/. Appropriate native vegetation shall be used. A second form of stormwater infiltration that may be counted when calculating development density is the broad, shallow type with very gentle side slopes (not exceeding 1:10) and not deeper than thirty (30) inches. These areas, which are not limited in extent, almost disappear visually into the landscape, and can sometimes be used for informal recreation and buffering new homes from existing roads. Examples are shown in Section 17.10.00. Specifically excluded are stormwater detention and retention basins with steeper side slopes and greater depths.

8. Scenic views of natural and cultural features visible on the property from public roads, and from potential home sites. (~~Because~~As scenic views are not easily measurable in acreage, this provision is included for design purposes and is not part of the density calculation.)
9. Buffer zones around wetlands or water bodies.
10. Agricultural land used in accordance with Best Management Practices (BMP).
11. Scenic viewsheds of natural waterbodies and wetland areas.

17.01.03 Location of Protected Space. The protected space consists of Primary and Secondary Conservation Areas. The protected space may be in undivided preserves, and/or as part of an interconnected network of protected land, as follows:

A. Undivided Preserves. Both the Primary Conservation Areas (unbuildable land) and the Secondary Conservation Areas fifty (50) percent or more of the unconstrained, (buildable land) shall be placed in undivided preserves which adjoin housing areas that have been designed more compactly to create larger conservation units that may be enjoyed by all residents of the subdivision. Such undivided areas, or preserves, shall be accessible to the largest number of lots within the development. Safe and convenient pedestrian access to the preserve from all adjoining ~~house~~ lots shall be provided, except in the case of farmland, cemeteries, archaeological, or other resource areas vulnerable to trampling damage or human disturbance.

Where an undivided preserve is designated as separate non-contiguous parcels, no parcel shall consist of less than three (3) acres in area, nor have a length-to-width ratio more than 4:1, except such areas that are specifically designed for neighborhood commons or greens, boulevard medians, foreground buffers along existing public roadways, playing fields, buffers adjacent to wetlands and watercourses, wildlife corridors, or trail links

B. Interconnected Network of Protected Space. As these standards are implemented, the protected space in each new subdivision should be consciously designed to adjoin each other, and/or to other permanently protected lands, so that they may ultimately form an inter-connected network of Primary and Secondary Conservation Areas across larger areas and across the County.

C. Perimeter Buffers. Each new subdivision shall provide a perimeter buffer with a minimum width of one hundred (100) feet unless the Board of County Commissioners approves an alternate plan that incorporates a smaller enhanced buffer including, but not limited to, other forms of natural screening. Additionally, at the time that homes are constructed, a four-board equestrian style fence, or other similar alternative, must be placed across the rear property line of each lot to create a continuous delineation ~~fore~~from the common open space or protected space.

17.01.04 Ownership of Protected Space. Protected space may be owned and/or administered by any of the following methods, either individually or in combination. All protected space shall be permanently restricted from further subdivision through permanent conservation or open space easements recorded in the public records of Lake County, Florida, as ~~further~~ set forth ~~in Section 17.09.00,~~ below~~:. Ownership options include:~~

A. Fee simple conveyance to the State of Florida, or an agency thereof, or to a private nonprofit land conservancy.

B. Fee simple conveyance to a Homeowners Association where specific development restrictions and maintenance requirements are included as part of its governing documents and restrictive covenants. Such land may also be protected through permanent conservation easements. Membership in the Homeowners Association shall be automatic and mandatory for every purchaser of property within the development.

C. Up to fifteen (15) percent of the protected land within the subdivision may be "non-common open space" that is designated for individual private ownership, such as by the original farmer or landowner, the developer, or another private entity that maintains the space for the uses permitted in these regulations (such as a nursery business or commercial equestrian operation). Non-common open space may also include the land within a large "Conservancy Lot" (containing a minimum of three acres), which may contain an original historic farmhouse (that could be used as a private dwelling or as a community building). Non-common open space shall not be counted towards the minimum open space requirements.

D. Protected space and open space (comprising both Primary and Secondary Conservation Areas) shall be preserved in perpetuity by a binding legal instrument that is recorded in the public records of Lake County, Florida, such as:

1. A permanent conservation or open space easement in favor of a land trust or similar conservation-oriented organization, it's successors or assigns, with legal authority to accept such easements that can comply with the terms of the easement.
2. A plat restriction that establishes the conditions and restrictions on the uses for each protected space or open space.
3. The instrument for permanent protection shall include clear restrictions on the use of the Open Space, including all restrictions contained in this Chapter as well as any further restrictions the applicant chooses to place on the use of the protected space or open space.
4. Other methods of preservation may be approved by the Board of County Commissioners by resolution.

17.01.05 Maintenance of Protected Space. Natural features shall be maintained in their natural condition, but may be modified to improve their appearance, functioning, or overall condition, as recommended by experts in the area being modified. Permitted modifications may include:

A. Reforestation;

B. Pastureland, cropland, and horticultural operations;

C. Buffer area landscaping;

D. Stream bank protection; and/or

E. Wetlands management.

Unless agreed to by the County, the State of Florida, or a private non-profit land conservancy, the cost and responsibility of maintaining protected space and any facilities located thereon shall be borne by the property owner and/or homeowners association. Management Plans are required for all protected space within the subdivision establishing conservation objectives, outlining procedures, and defining the roles and responsibilities for managing the space, including the establishment of a Qualified Management entity as appropriate. The Plan shall also address wildfire mitigation requirements to include vegetation management practices to prevent hazardous fuel buildup and possible wildfire threat within the community. See Section 17.08.00 for Management Plan requirements. If not properly maintained, the County Manager or designee may enforce the maintenance provisions of the Management Plan by any method allowed by law.

17.02.00 Densities and Design Standards.

17.02.01 Densities. The density calculation for the rural conservation subdivision shall be as set forth in the Comprehensive Plan based upon the assigned Future Land Use Category.

17.02.02 Rain Gardens. Special stormwater management areas known as rain gardens may be included in the acreage on which development density is calculated, provided they do not exceed 7,500 square feet in area (each) and are designed for maximum water depths of twenty-four (24) inches. Such rain gardens are relatively small, shallow areas capable of moderately rapid stormwater infiltration requiring no more than forty-eight (48) hours to drain fully. These features shall be heavily landscaped on their sides and bottoms with plant materials (sometimes including shrubs and trees) that can tolerate alternating wet and dry conditions. Appropriate native vegetation shall be used. Prohibited and invasive plants listed in the University of Florida, Institute of Food and Agricultural Sciences (IFAS) Assessment of Non-Native Plants in Florida's Natural Areas shall not be permitted. The list can be found at https://assessment.ifas.ufl.edu/assessments/. Rain Garden examples are included in Section 17.10.00.

17.02.03 Existing Features/Site Analysis Map.

A. An Existing Features/Site Analysis Map analyzing each site's special features forms the basis of the design process and is required for all proposed rural conservation subdivisions. The Map shall identify those natural, historic, and cultural features listed in Section 17.01.02. ~~without distinction as to whether they are Primary or Secondary Conservation Areas.~~ Each map or plan shall be drawn to a scale of not less than 200 feet to the inch, whatever fits best on a standard 24" x 36" sheet, unless otherwise approved by the County Manager or designee. The scale chosen shall be large enough to show all required detail clearly and legibly. The same scale shall

be used for the Conceptual Sketch Plan with the ability to overlay the Conceptual Sketch Plan on top of the Existing Features/Site Analysis Map.

B. As determined from readily identifiable on-site inventories, aerial photographs, maps of record, State/Federal resource maps, and local planning documents and inventories, the Existing Features/Site Analysis Map shall contain the following information:

1. Primary Conservation Areas: Identification of physical resources associated with the site which restricts its development potential or contain significant natural and/or cultural resources, including:

a. Topographic contours at two-foot intervals, showing slopes of fifteen (15) to twenty-five (25) percent, and slopes of more than twenty-five (25) percent.

b. Soil type locations and characteristics relating to Prime and Unique Farmland, seasonal high-water table and depth to bedrock (for unsewered properties).

c. Hydrologic characteristics of the site, including drainage tributaries, surface water bodies, natural springs, floodplains, sinkholes, and wetlands.

2. Secondary Conservation Areas: Identification of significant site elements on buildable portions of the site, including:

a. Vegetation of the site, defining approximate location and boundaries of woodland areas, and wherever possible, vegetative association in terms of species and size. Information from aerial photographs shall be acceptable at the Conceptual Sketch Plan stage.

b. Current land use and land cover (cultivated areas, pastures, etc.), existing buildings and structures, and burial grounds.

c. Natural areas (including pastures), and wildlife habitats and corridors.

d. Historic and archaeological sites, especially those listed on the Florida Master Site File maintained by the Florida Division of Historical Resources, the National Register of Historic Places or included on the State's National Register study list, designated as a local historic landmark, and/or located in a local historic district.

e. Scenic views onto the site from surrounding roads as well as views of scenic features from within the site.

3. Transportation and Utility Systems: Identification of facilities associated with the movement of people and goods, or the provision of public services, including:

a. Railroad and street rights-of-way.

b. Easements for vehicular access, electric and gas transmission lines, identified historic cemeteries, and similar uses.

c. Public and private water and sewer lines, and storm drainage facilities. This is intended to be general locational information with detailed infrastructure plans provided during the subdivision construction plan submittal process.

17.02.04 Design Process. Subdivisions shall be designed around both the Primary and Secondary Conservation Areas. The design process should commence with the delineation of all potential protected space, after which potential house sites are located. Following that, access road alignments are identified, with lot lines being drawn in as the final step. This "four-step" design process is further described below and is illustrated in Section 17.10.00. Applicants shall provide to the County Manager or designee a visual representation of the steps they took to design the subdivision to demonstrate compliance with this section.

A. Step One: Designating Protected Space. During the first step, all potential Conservation Areas, both Primary and Secondary, shall be identified, using the Existing Features/Site Analysis Map. Primary Conservation Areas shall consist of those features described in Section 17.01.02.B. Secondary Conservation Areas shall comprise at least fifty (50) percent of the remaining unconstrained (buildable) land and shall include the most sensitive and noteworthy natural, scenic, and cultural resources as described in Section 17.01.02.C. On sites containing few special natural or cultural features (such as open farmland), the site designer shall create areas such as central greens or internal greenway systems (not including perimeter fringe buffers) linking multiple smaller neighborhood greens, as illustrated in Section 17.10.00. Guidance as to which parts of the unconstrained (buildable) land to classify as Secondary Conservation Areas to be permanently protected shall be based upon:

1. On-site visits, as described in Section 17.06.01.B;
2. The Standards contained in Section 17.01.00; and
3. The Evaluation Criteria contained in Section 17.03.00.

B. Step Two: Aligning Streets and Trail Networks. The second step consists of aligning proposed streets to provide vehicular access to each house in the most reasonable and economical manner, and in laying out a network of informal trails or formal walkways connecting neighborhood areas to conserved space. When lots and access streets are laid out, it shall be in a way that avoids or minimizes impacts on both Primary and Secondary Conservation Areas. To the greatest extent practicable, wetland crossings and streets traversing slopes greater than five (5) percent shall be strongly discouraged, unless such streets link one buildable portion of a site with another when no other means of access is available.

Street connections shall generally be encouraged to minimize the number of new cul-de-sacs and to facilitate easy access to and from homes on different parts of the property and on adjoining parcels. The preferred alternative to the conventional cul-de-sac is a "close", which is essentially a short driving lane looping around an elongated green space or very wide median, typically about forty (40) feet in width. "Closes", which are typically not more than 500 feet in length, shall be planted with shade trees within the green space, which may also function as infiltrative stormwater management areas. Trees planted within the closes must be of a species with a root base that will not impact the asphalt. Closes shall be designed to meet the Florida Fire Prevention Code. Please see illustrations in Section 17.10.00.

Cul-de-sacs serving more than six (6) homes shall generally be designed with a central island containing indigenous trees and shrubs, either conserved or planted. All cul-de-sacs shall provide pedestrian access to the protected space and/or other

nearby streets. The creation of single-loaded residential access streets is encouraged to maximize the number of homes in new developments that may enjoy views of open or protected space. To make this approach economical, narrower lots as well as flag lots, both of which help to make the street system more efficient, are permitted in these subdivisions.

C. Step Three: Locating House Sites. During the third step, potential house sites are tentatively located.

D. Step Four: Drawing the Lot Lines. The fourth step consists of drawing lot lines around potential house sites. Each lot must contain a buildable area of sufficient size to accommodate a single-family detached dwelling and customary accessory uses, including, but not limited to, storage buildings and garages, patios and decks, lawns, and driveways. Individual wells and septic systems, if allowed under Section 17.04.01, shall be located on the lots.

17.02.05 Dimensional Standards. Provided the arrangement, design, and shape of house lots is such that lots provide satisfactory and desirable sites for building and contribute to the preservation of designated Primary and/or Secondary Conservation Areas, minimum lot area, lot width, and setback requirements may be reduced as set forth below.

A. The minimum lot size shall be 6,000 square feet. Developments without internal lot lines such as pocket neighborhoods may be included, and these may also contain attached housing with buildings containing up to four dwellings.

B. Minimum lot width for detached single-family dwellings shall be thirty-four (34) feet (these units are sometimes referred to as detached townhouses).

C. Minimum front setback requirements for residences shall be no less than twelve (12) feet (or eight (8) feet for unenclosed front porches), and no less than twenty-five (25) feet for front-facing garages.

D. Minimum rear and side setback requirements shall be no less than seven and one-half (7.5) feet. Side setbacks may be combined to be greater than seven and one-half (7.5) feet on one side, provided that at least five (5) feet of setback remains on the other. Such combinations are permitted in lot layouts where this pattern is repeated with homes located off-center on their lots but evenly spaced (by no less than fifteen (15) feet) between buildings on adjoining lots.

E. Minimum lot frontage requirements shall generally be thirty-four (34) feet but may be reduced to twenty (20) feet to allow for a driveway extension.

F. Street frontage shall not be required when the garage access is provided via a back lane or alley, and when the lot directly abuts permanent open or protected space such as a neighborhood green (sometimes called an "attached green") or a "greenway street" (sometimes called a "mews"), as depicted in Section 17.10.00. Sidewalks shall be required on each side of the long green space (not be built down the middle), which shall be planted with shade trees like any other residential street.

G. To prevent garage doors from dominating streetscapes, the following two standards shall apply: (1) Garages shall be accessed via a back lane or alley for any lot that is less than fifty-five (55) feet wide, and (2) on lots that are fifty-five (55) feet or wider (and not served by an alley), front-facing garage doors shall be set back at least

eight (8) feet beyond the front edge of the dwelling (excluding porches), as depicted in Section 17.10.00.

H. Street frontage shall not be required for lots accessed via private common driveways (or "country lanes"), serving up to four (4) dwellings, which shall have a minimum gravel surface of sixteen (16) feet wide within a minimum right-of-way of twenty-five (25) feet.

17.02.06 Conceptual Sketch Plan.

A. Purpose. A Conceptual Sketch Plan shall be submitted by the applicant as a diagrammatic basis for helping applicants and officials develop a better understanding of the property prior to the required On-Site Visit, and to help establish an overall design approach that respects its special or noteworthy features, while providing for the density permitted under the zoning ordinance. To provide a better understanding of the site's potential the Sketch Plan shall include the information listed below. Many of these items can be taken from the Existing Features/Site Analysis Map.

B. Preparation. The Conceptual Sketch Plan shall be prepared according to the "four-step" process for designing rural conservation subdivisions described in Section 17.02.04. In addition, the Conceptual Sketch Plan shall be prepared by a team including at least a civil engineer or registered land surveyor, plus either a landscape architect or a land use planner experienced in open space design and an environmental specialist. Each map or plan shall be drawn to a scale of not less than 200 feet to the inch, whatever fits best on a standard 24" x 36" sheet, unless otherwise approved by the County Manager or designee. The scale chosen shall be large enough to show all required detail clearly and legibly. The same scale shall be used for the Existing Features/Site Analysis Map with the ability to overlay the Conceptual Sketch Plan on top of the Existing Features/Site Analysis Map.

C. General Information. Each plan shall contain the following general information:

1. A sketch vicinity map showing the location of the subdivision in relation to the existing street or highway system;
2. The plotted boundaries of the tract from deeds or maps of record and the portion of the tract to be subdivided;
3. The total acreage to be subdivided, including tax map, block, and lot number reference;
4. The name, address, and telephone number of the subdivider or owner and the person responsible for the subdivision design;
5. Scale, approximate north arrow, and date of plat preparation; and
6. Proposed name of subdivision.

D. The Conceptual Sketch Plan shall contain the following information:

1. The proposed arrangement of lots within the subdivision, including size and number.
2. The proposed street layout within the subdivision, including street pavement and right-of-way widths, and connection to existing streets.

3. The location, type, and area of the protected space and open space proposed in the subdivision, including spaces to be preserved:
   a. In a separate lot or lots under the ownership of a homeowner's association.
   b. As part of individually owned lots through a conservation easement applicable to multiple lots.
   c. In a separate lot or lots through dedication for public use, such as a park site, to a unit of local government, state government or a private land conservancy.
   d. The location of proposed water supply and sewage disposal facilities, including:
      i. Well sites for individual and community water systems.
      ii. Nitrification fields and land application areas for community sewage disposal systems employing subsurface disposal and spray irrigation, respectively.
      iii. Nitrification fields and land application areas for individual sewage disposal systems employing subsurface disposal and spray irrigation, respectively.
      iv. Public water and sewer lines, where such facilities are available or capable of being extended. This is intended to be general locational information with detailed infrastructure plans provided during the subdivision construction plan submittal process.

17.03.00 Evaluation Criteria.

17.03.01 Resource Priority. For any given site, resources may vary widely in importance; e.g., a natural area compared with a historic site. Likewise, for each type of resource, there may be examples of greater or lesser significance; e.g., a notable example of local vernacular building traditions compared to a much altered older home. Priorities for conserving such resources should therefore be based upon a thorough site analysis and an understanding of what is more special, unique, environmentally sensitive, and/or historic as compared with other similar features or different types of resources. Applicants are encouraged to use a cultural resource firm or consult with an appropriate state agency to assist with resource identification.

17.03.02 Evaluation Criteria. In evaluating the layout of lots, protected space, and open space, the following criteria will be considered as indicating design appropriate to the site's features and meeting the intent of these regulations. Whereas diversity and originality in lot layout are encouraged, it is recognized that not all objectives may be achieved on a given site. Each applicant must therefore attempt to achieve the best possible relationship between development and preservation objectives. In evaluating the relative significance of different categories of site features, or of individual features within certain categories, applicants shall consider comments received from the County Manager or designee during the Pre-Application Review and the On-Site Visit (See 17.06.01).~~, which precedes submission of the Conceptual Sketch Plan.~~

A. General Criteria. The following criteria apply to all subdivisions:

1. Protect and preserve all wetlands, floodplains, and steep slopes from clearing, grading, filling, or construction except as may be approved by the Board of County Commissioners.
2. The shape of the protected space and open space shall be reasonably contiguous, coherently configured, and shall abut existing or potential protected or open space on adjacent properties. Long narrow segments should be avoided except in the case of trail or stream corridors, wildlife corridors, trail links, or landscape buffers adjoining street rights-of-way and/or neighborhood boundaries.
3. The pedestrian circulation system shall be designed to assure that pedestrians can walk safely and easily on the site, between properties and activities or special features within the neighborhood protected space or open space system. All roadside footpaths should connect with off-road trails, and link with existing or potential protected or open space on adjoining parcels.
4. Landscape common areas (neighborhood greens), cul-de-sac islands, and both sides of new streets with native species shade trees and flowering shrubs with high wildlife conservation value.

B. Forest Land/Natural Areas Conservation Criteria. Where the goal of the subdivision is to conserve forest land and/or natural areas and wildlife habitats, the following criteria apply:

1. Dwellings should be in unwooded parts of the site away from mature forests, natural areas, and/or wildlife corridors.
2. To the greatest extent practicable, development should be designed around existing hedgerows and tree lines between fields or meadows. The impact on larger woodlands (greater than five (5) acres), especially those containing mature trees, natural areas, and/or wildlife corridors should be minimized.
3. When any woodland is developed, care shall be taken to locate buildings, streets, yards, and septic disposal fields to avoid mature forests, natural areas, and/or wildlife corridors.

C. Farmland Conservation Criteria. Where the goal of the subdivision is to conserve farmland, the following criteria apply:

1. Locate building lots away from existing grazing areas, cropland, feedlots, and similar uses.
2. If development must be located on open fields or pastures because of greater constraints on other parts of the site, dwellings should be sited in locations at the far edge of a field, as seen from a public road.
3. Identify the most productive portions of existing grazing areas and cropland and locate building lots on less productive land.
4. Buffers shall be provided between house lots and cropland or pastures, to reduce the potential for conflict between residents and fanning activities. Such buffers shall generally be seventy-five (75) feet or more in depth and shall be managed to encourage the growth of successional woodland or other habitat.

D. Conservation of Scenic Views Criteria. Where the goal of the subdivision is to conserve scenic views, the following criteria apply:

1. Leave scenic views and vistas unblocked or uninterrupted, particularly as seen from public roadways. Consider "no-build, no-plant" buffers along public roadways where views or vistas are prominent or locally significant. In wooded areas where enclosure is a feature to be maintained, consider a "no-build, no-cut" buffer created through the preservation of existing vegetation.
2. Where development is in unwooded areas clearly visible from existing public roads, it should be buffered from direct view by a vegetative buffer, or an earth berm constructed to reflect the topography of the surrounding area or located out of sight on slopes below existing ridge lines.
3. Protect rural roadside character and vehicular carrying capacity by avoiding development fronting on existing public roads; e.g., limiting access to all lots from interior rather than exterior roads.
4. Protect rural roadside character and scenic views by providing conservancy lots (e.g., three (3) acres or more in size) adjacent to existing public roads.
5. Avoid siting new construction on prominent hilltops or ridges, or so close to hilltops and ridges that roofline break the horizon (unless such buildings can be effectively screened or buffered with trees).

E. Historic and Archaeological Features Criteria. Where the goal of the subdivision is to conserve historic and archaeological sites and structures, the following guidelines apply:

1. Design around and preserve sites of historic, archaeological, or cultural value to safeguard the character of the feature(s), including fences and walls, farm outbuildings, burial grounds, abandoned roads, and earthworks.
2. New streets, driveways, fences, and utilities must be sited so as not to intrude on rural, historic landscapes. Wherever possible, streets and driveways are to follow existing hedgerows, fence lines, and historic farm drives.
3. New developments must include plantings which reflect natural and historic landscape materials and are in harmony with the character of the area.
4. Building designs and styles used in new construction should be compatible with the architectural style of historic buildings located on or adjacent to the site, especially in terms of scale, height, roof shape, and exterior materials.
5. If a historic cemetery is located on the property, all applicable state statutes will be followed.

F. Recreation Provision Criteria. Where recreation and parks facilities are proposed to be provided for neighborhood residents and/or the public, the guidelines contained in Section 17.01.02 shall apply.

17.04.00 Water and Wastewater.

17.04.01 Alternative Options. Water supply and sewage disposal facilities to serve these subdivisions may be provided using various alternatives, including:

A. Connection to a public water supply and/or sewage disposal system operated by a municipality or water or sewer authority. System extensions are permitted only in accordance with applicable water and sewer, and land use policies.

B. If a public water supply or public sewage disposal system is not available, a central water system and/or distributed wastewater system designed, constructed, and maintained in conformity with all applicable state, federal, and local rules, and regulations shall be allowed.

C. If public utilities are not available and the developer asserts that utilizing a central water system or distributed wastewater system is not feasible, individual wells and septic tanks located on each lot may be allowed if the Board of County Commissioners grants a waiver to the connection requirements at a public hearing. Any waivers granted hereunder are only valid until:

1. The Board of County Commissioners has determined that the existing method of providing water and wastewater is endangering the environment, public health, safety, or welfare; or
2. The private system fails, and a replacement is required, the property is within the distance established in these regulations to be considered available; or
3. The private system is relocated.

17.05.00 Optional Density Bonuses.

17.05.01 Generally. The maximum number of building lots or dwelling units in a subdivision shall not exceed the number that could otherwise be developed by the application of the minimum lot size requirement and/or density standard of the ~~zoning district or districts~~future land use category in which the parcel is located. However, ~~increases in the number of building lots or dwelling units~~density bonuses are permitted at the discretion of the Board of County Commissioners ~~when it determines that the applicant has met one of the bonus criteria~~. Such discretionary bonuses if approved by the Board of County Commissioners ~~are permitted through one or more of the options in this subsection, and~~ shall not exceed, in total, more than a twenty-five (25) percent increase in density. A density bonus may be denied if the primary access to the subdivision is from a public roadway that does not meet the current county roadway standards for its classification.

17.05.02 To Encourage Additional Open Space. A density increase is permitted where more than the minimum required open space (as specified in these regulations) is provided. The amount of the density increase shall be based on the following standards:

A. For each additional acre of protected, unconstrained (buildable), open space land provided in the subdivision, two (2) additional building lots or dwelling units are permitted.

B. In lieu of providing such additional open space within the proposed development, the applicant may purchase in fee simple or less than fee (e.g., development rights) land separate from the subdivision which is comprised of unconstrained (buildable) land. Land purchased for conservation purposes in fee may be dedicated to a unit of local government, the State of Florida, or a private non-profit land conservancy.

C. For land purchased in less than fee, a conservation easement shall be recorded which restricts the development potential of the land. The conservation easement shall be dedicated to a unit of local government, the State of Florida, or a private non-profit land conservancy.

17.05.03 To Encourage Public Access. Dedication of land for public use (including trails, active recreation, municipal spray irrigation fields, etc.), in addition to any public land dedication authorized under Florida law, may be eligible for a density bonus. This density bonus, for open space that would be in addition to what is required under this Chapter or under Florida law, shall be computed based on two (2) dwelling units for every acre of publicly accessible land. ~~The decision whether to accept an applicant's offer to dedicate open space for public access shall be at the discretion of the Board of County Commissioners.~~

17.06.00 Procedures for Application and Approval.

17.06.01 ~~Conceptual Sketch Plan~~Application Process.

A. Pre-Application Review~~:~~. To promote better communication and avoid unnecessary expense in the design of acceptable rural conservation subdivision proposals, each applicant shall attend a Pre-Application Conference under Section 14.00.03 of these regulations prior to filing an application for Conceptual Sketch Plan approval. The Pre-Application Conference cannot be waived.

~~B. On-Site Visit: Prior to the submission of a Conceptual Sketch Plan, the applicant shall schedule a mutually convenient time to walk the property with the County Manager or designee, or an agent of the County if the County elects to utilize a consultant for this purpose. If the County elects to use a consultant for the on-site visit, the applicant shall pay the consultant's fee. The purpose of this visit is to familiarize the County Manager or designee, or County's agent, with the property's special features, and to provide an informal opportunity to offer guidance to the applicant regarding the tentative location of Secondary Conservation Areas, and potential street alignments. Prior to scheduling the on-site visit, the applicant shall have prepared the Existing Features/Site Analysis Map as required in Section 17.02.03.~~

~~C~~B. Application Requirements.~~:~~ Applications for Conceptual Sketch Plan approval shall be submitted to the County Manager or designee prior to the submission of a Preliminary Plat and shall contain the following information:

1. The applicant's name and address.
2. A narrative describing the request which includes how the Plan is consistent with the applicable design guidelines, the Comprehensive Plan, and the purposes of the zoning district within which the development is to be located. The narrative shall also include a description of how areas will be protected and how disturbed areas are to be restored and maintained as open space utilizing native/Florida friendly plantings to simulate a natural environment and how these areas would be maintained in the Management Plan.
3. A complete legal description of the property.

4. One (1) original of a Conceptual Sketch Plan of the proposed major subdivision prepared in accordance with the specifications for Conceptual Sketch Plan drawings as contained in Section ~~17.07.00~~17.02.06 of these regulations. ~~A Concept Plan shall consist of an Existing Features/Site Analysis Map and an Open Space Development Conceptual Sketch Plan.~~
5. An Existing Features/Site Analysis Map meeting the requirements of 17.02.03 of these regulations.
6. An Open Space Development Plan meeting the requirements of 17.01.02 of these regulations.
7. A written Management Plan describing the Management of all the Protected Space and Open Space and Common Facilities as contained in Section 17.08.00 of these regulations.
8. A copy of any environmental studies completed for the subject property(ies), including hydrological and hydrogeological studies.
9. A narrative describing ownership and maintenance of internal roads.
10. A Stormwater Management Plan meeting the stormwater requirements as set forth in Section 14.07.04 of these regulations.
11. A Traffic Safety Analysis prepared by a transportation engineer licensed by the State of Florida evaluating roadway capacity, design, existing road conditions, existing road lane width and road shoulder, right-of-way conditions, and safety for all access points. The Analysis shall recommend improvements to mitigate identified deficiencies.

~~D~~C. Mandatory Public Information Meeting: ~~Upon receipt and acceptance of the Conceptual Sketch Plan application, the applicant shall schedule a Public Information Meeting at a location near the property to be developed. The applicant shall mail notices of the meeting to each owner of property within 1,000 feet of the property proposed to be subdivided. The Public Information Meeting shall be held within thirty (30) days of date the applicant is notified by the County Manager or designee that the application is deemed sufficient. Notices shall be mailed by first class mail at least ten (10) days prior to the date of the meeting. The applicant shall provide the County a list of all adjacent owners who were notified and a copy of the notification. The applicant shall incorporate as many suggestions or comments as is reasonably practicable into the Conceptual Sketch Plan. The applicant shall provide a list identifying the public comments or suggestions made to the County Manager or designee and shall notate which have been incorporated into the Plan and the reasons why the remainder were not incorporated.~~ A mandatory Public Information Meeting shall be held within sixty (60) days of the date the applicant is notified by the County Manager or designee that the application is deemed sufficient. The meeting shall be held at a location near the property to be developed. The applicant shall mail notices of the meeting to each owner of property within 1,000 feet of the property proposed to be subdivided. The mailed notice shall include a copy of the proposed Conceptual Site Plan or shall provide a link that will allow interested people to download a copy. The meeting shall be held no earlier than twenty (20) days and no less than sixty (60) days from the date the notices are mailed. A Public Information Meeting shall not be held during the weeks of Thanksgiving or Christmas. Notices shall be mailed first class, and the applicant

shall provide the County all persons to whom a notice was mailed, along with a copy of the notice. The applicant shall incorporate as many suggestions or comments as is reasonably practicable into the Conceptual Sketch Plan. The applicant shall provide a list identifying the public comments or suggestions made to the County Manager or designee and shall notate which have been incorporated into the Plan and the reasons why the remainder were not incorporated.

D. On-Site Visit. Not fewer than sixty (60) days prior to the Public Hearing, the applicant shall schedule a mutually convenient time to walk the property with the County Manager or designee, Planning Staff, Public Works Staff, and an agent of the County if the County elects to utilize a consultant for this purpose. If the County elects to use a consultant for the on-site visit, the applicant shall pay the consultant's fee. The purpose of this visit is to familiarize the County Manager or designee, or County's agent, with the property's special features, and to provide an informal opportunity to offer guidance to the applicant regarding the tentative location of Secondary Conservation Areas, and potential street alignments. The Conceptual Sketch Plan and Existing Features/Site Analysis Map as required in Section 17.02.03 shall be used during the on-site visit.

E. Public Hearings. ~~When two hundred (200) or more lots are proposed, t~~The Conceptual Sketch Plan shall be presented to the Planning and Zoning Board and Board of County Commissioners for ~~approval~~consideration following the procedures set forth in Section 14.00.00 of these regulations. The Board of County Commissioners may approve, approve with conditions, or deny the application. ~~For subdivisions of one hundred ninety-nine (199) lots or less, a public hearing is not required so long as all newly created lots are contained on a single Lot of Record, and the Conceptual Sketch Plan may be approved by the County Manager or designee if found to be in compliance with these regulations.~~

F. Resolution. Approval of the Conceptual Sketch Plan shall be granted through a Resolution approved by the Board of County Commissioners. The Resolution shall contain any additional conditions for development as provided by the Board. The Conceptual Sketch Plan and Management Plan shall be incorporated as exhibits to the approved Resolution.

~~F~~G. Expiration of Conceptual Sketch Plan. The Conceptual Sketch Plan ~~approval~~included in the Resolution shall be effective for twelve (12) months from the date of approval~~the Board of County Commissioners approved the Plan~~. The applicant must submit a Preliminary Plat application, and have the Preliminary Plat approved, within this initial twelve (12) months. An applicant may request a single extension for an additional six (6) months. Such written request shall be submitted at least thirty (30) days prior to the expiration date. If submitted on time, the extension shall be granted where the applicant has demonstrated a good-faith effort to submit a substantially complete Preliminary Plat application and has diligently worked with the County Manager or designee towards approval of the Preliminary Plat. However, the extension shall be denied if any portion of the Conceptual Sketch Plan has become inconsistent with the Comprehensive Plan as determined by the County Manager or designee. If the applicant's Conceptual Sketch Plan expires without receiving Preliminary Plat approval, the applicant must submit a new application for Conceptual Sketch Plan approval.

~~G. [Reserved.]~~

H. Appeal Procedures: The decision of the of the Board of County Commissioners may be appealed as provided for by Florida law.

I. Expedited Permitting. The County Manager or designee may establish expedited permitting procedures to encourage the use of rural conservation subdivision design standards.

17.07.00 ~~Components of the Conceptual Sketch Plan.~~ Reserved.

~~**17.07.01 Requirements.** The Conceptual Sketch Plan required by Section 17.06.00 shall consist of two parts:~~

~~A. An Existing Features/Site Analysis Map; and~~

~~B. A Conceptual Sketch Plan.~~

~~1. The Conceptual Sketch Plan shall be prepared according to the "four-step" process for designing rural conservation subdivisions described in Section 17.02.04. In addition, the Conceptual Sketch Plan shall be prepared by a team including at least a civil engineer or registered land surveyor, plus either a landscape architect or a land use planner experienced in open space design. All design professionals must be appropriately licensed by the State of Florida. Each map or plan shall be drawn to a scale of not less than 200 feet to the inch, whatever fits best on a standard 24" x 36" sheet, unless otherwise approved by the County Manager or designee. The scale chosen shall be large enough to show all required detail clearly and legibly.~~

~~2. The Conceptual Sketch Plan and Existing Feature/Site Analysis Map shall be drawn to the same scale, with the ability to overlay the Conceptual Sketch Plan on top of the Site Analysis Map for comparison.~~

~~**17.07.02 General Information.** Each map or plan required in Section 17.07.01 shall contain the following general information:~~

~~A. A sketch vicinity map showing the location of the subdivision in relation to the existing street or highway system;~~

~~B. The plotted boundaries of the tract from deeds or maps of record and the portion of the tract to be subdivided;~~

~~C. The total acreage to be subdivided, including tax map, block, and lot number reference;~~

~~D. The name, address and telephone number of the subdivider or owner and the person responsible for the subdivision design;~~

~~E. Scale, approximate north arrow, and date of plat preparation; and~~

~~F. Proposed name of subdivision.~~

~~**17.07.03 Existing Features/Site Analysis Map.** As determined from readily identifiable on-site inventories, aerial photographs, maps of record, State/Federal resource maps, and local planning~~

documents and inventories, the Existing Features/Site Analysis Map shall contain the following information:

A. Primary Conservation Areas: Identification of physical resources associated with the site which restrict its development potential or contain significant natural and/or cultural resources, including:

1. Topographic contours at two foot intervals, showing slopes of fifteen (15) to twenty five (25) percent, and slopes of more than twenty five (25) percent.
2. Soil type locations and characteristics relating to seasonal high-water table and depth to bedrock (for unsewered properties).
3. Hydrologic characteristics of the site, including drainage tributaries, surface water bodies, natural springs, floodplains, sinkholes, and wetlands.

B. Secondary Conservation Areas: Identification of significant site elements on buildable portions of the site, including:

1. Vegetation of the site, defining approximate location and boundaries of woodland areas, and, wherever possible, vegetative association in terms of species and size. Information from aerial photographs shall be acceptable at the Conceptual Sketch Plan stage.
2. Current land use and land cover (cultivated areas, pastures, etc.), existing buildings and structures, and burial grounds.
3. Natural areas (including pastures), and wildlife habitats and corridors.
4. Historic and archaeological sites, especially those listed on the National Register of Historic Places or included on the State's National Register study list, designated as a local historic landmark, and/or located in a local historic district.
5. Scenic views onto the site from surrounding roads as well as views of scenic features from within the site.

C. Transportation and Utility Systems: Identification of facilities associated with the movement of people and goods, or the provision of public services, including:

1. Railroad and street rights-of-way.
2. Easements for vehicular access, electric and gas transmission lines, and similar uses.
3. Public and private water and sewer lines, and storm drainage facilities.

17.07.04 Conceptual Sketch Plan.

A. A Conceptual Sketch Plan shall be submitted by the applicant as a diagrammatic basis for informal discussion with the County Manager or designee regarding the design of a proposed subdivision or land development. One of the purposes of the Sketch Plan is to of helping applicants and officials develop a better understanding of the property prior to the required On-Site Visit, and to help establish an overall design approach that respects its special or noteworthy features, while providing for the density permitted under the zoning ordinance.

B. To provide a better understanding of the site's potential the Sketch Plan should include the information listed below. Many of these items can be taken from the

~~Existing Features/Site Analysis Map, a document that must in any case be prepared and submitted no later than the date of the On-Site Inspection, which precedes the Preliminary Plat. The diagrammatic Sketch Plan shall be prepared as an overlay sheet placed on top of the Site Analysis Map, both maps therefore being drawn to the same scale.~~

~~C. Sketch Plans shall be prepared by a landscape architect, licensed by the State of Florida or by a planner with experience designing conservation subdivisions. Florida licensed civil engineers and surveyors may also be added to the design team at this stage. However, their role does not become pre-eminent until the Preliminary Plant stage.~~

~~D. The Conceptual Sketch Plan shall contain the following information:~~

~~1. The proposed arrangement of lots within the subdivision, including size and number.~~

~~2. The proposed street layout within the subdivision, including street pavement and right-of-way widths, and connection to existing streets.~~

~~3. The location, type, and area of the protected space and open space proposed in the subdivision, including spaces to be preserved:~~

~~a. In a separate lot or lots under the ownership of a homeowner's association.~~

~~b. As part of individually owned lots through a conservation easement applicable to multiple lots.~~

~~c. In a separate lot or lots through dedication for public use, such as a park site, to a unit of local government, state government or a private land conservancy.~~

~~d. The location of proposed water supply and sewage disposal facilities, including:~~

~~i. Well sites for individual and community water systems.~~

~~ii. Nitrification fields and land application areas for community sewage disposal systems employing subsurface disposal and spray irrigation, respectively.~~

~~iii. Nitrification fields and land application areas for individual sewage disposal systems employing subsurface disposal and spray irrigation, respectively.~~

~~iv. Public water and sewer lines, where such facilities are available or capable of being extended.~~

~~**17.07.05 Sketch Plan Submission and Review.** Copies of a diagrammatic Sketch Plan, meeting the requirements described above, shall be submitted to the County Manager or designee for presentation to the Planning and Zoning Board and Board of County Commissioners. The Sketch Plan diagrammatically illustrates initial thoughts about a conceptual layout for Open Space lands, house sites, and street alignments, and shall be based closely upon the information contained in the Site Analysis Map. The Sketch Plan shall also be designed in accordance with the four-step design process described herein.~~

17.08.00 Management Plan.

17.08.01 Management Plan.

A. The Management Plan shall outline the comprehensive guidelines and procedures for maintenance, operation, and stewardship of all the Protected Space, Open Space and Common Facilities ("Plan"). The plan shall ensure that these spaces and facilities are properly maintained, operated, and compliant with local regulations and goals to include debris and litter removal, fostering the long-term preservation, environmental health, and community accessibility of the spaces. As per Section 17.01.05, the Plan shall establish conservation objectives, outlining procedures, and defining the roles and responsibilities of managing the space, including the establishment of a Qualified Management entity as appropriate. The Plan shall also address wildfire mitigation requirements to include vegetation management practices to prevent hazardous fuel buildup and possible wildfire threat within the community.

~~A~~B. Applicants shall submit simultaneously with the application for Conceptual Sketch Plan a Plan for Management of all the Protected Space, ~~and~~ Open Space, and Common Facilities ("Plan") that:

1. Allocates responsibility and guidelines for the maintenance and operation of the protected space and pen space and any facilities located thereon, including:
   a. The required management or maintenance task;
   b. The season, month, or other date at which time the task should be carried out;
   c. The location at which the task should be carried out;
   d. Contractors, certified professions, or volunteers necessary to carry out the task;
   e. The estimated cost of equipment, labor, materials, and other activities associated with carrying out the maintenance or management task.
   f. If there is a cemetery or archeological site within a Secondary Conservation Area, the Plan shall incorporate best management practices as set forth by an appropriate State or Federal agency including, but not limited to, Florida Public Archaeology Network, the Florida Division of Historical Resources, or utilize a cultural resource management firm to provide management standards.
2. Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance and outlines how such funding will be obtained or provided;
3. Provides that any changes to the Plan be approved by the County Manager or designee; and
4. Provides for enforcement of the Plan.

~~B~~C. Annually, after the approval of the Conceptual Sketch Plan, the managing entity shall submit to the County a report demonstrating compliance with the approved Management Plan. The County Manager or designee shall also annually inspect the property to ensure compliance with the conditions of approved Management Plan.

An annual inspection fee will be assessed. Additionally, the managing entity agrees and acknowledges that the County Manager or designee may inspect at any time, with or without notice, to ensure compliance with the Management Plan.

~~C~~D. In the event the party responsible for maintenance of the protected space or open fails to maintain all or any portion in reasonable order and condition, the County may avail itself of all legal remedies to enforce compliance with the Plan.

17.09.00 ~~Legal Instrument for Permanent Protection~~Reserved.

~~17.09.01 Legal Instrument for Permanent Protection.~~

~~A. As required in Section 17.01.04, protected space and open space (comprising both Primary and Secondary Conservation Areas) shall be preserved in perpetuity by a binding legal instrument that is recorded in the public records of Lake County, Florida, such as:~~

~~1. A permanent conservation or open space easement in favor of either:~~

~~a. A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instrument shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; or~~

~~b. A governmental entity with an interest in pursuing goals compatible with the purposes of this Chapter. If the entity accepting the easement is not the County, then a third right of enforcement favoring the County shall be included in the easement.~~

~~2. A plat restriction that establishes the conditions and restrictions on the uses for each protected space or open space.~~

~~B. The instrument for permanent protection shall include clear restrictions on the use of the Open Space, including all restrictions contained in this Chapter as well as any further restrictions the applicant chooses to place on the use of the protected space or open space.~~

~~C. All provisions contained in Section 17.01.00 above, pertaining to open space management, shall be observed.~~

(Section 17.10.00 shall remain unchanged)

****

Section 3. Severability. If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions

thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. Inclusion in the Code. It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Filing with the Department of State. The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. Effective Date. This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The purpose of this Ordinance is to amend Chapter XVII, Lake County Code, Appendix E, Land Development Regulations (LDR), entitles Rural Conservation Subdivision Design Standards ("RCS") to enhance clarity and consistency in the application and interpretation of the standards. Amending the RCS Design Standards is in the best interest of the health, safety, and welfare of the residents of Lake County, Florida.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

This Ordinance clarifies the intent and application processes of the RCS Design Standards. There may be additional costs associated with engaging a civil engineer, registered land surveyor, and/or landscape architect for work related to the application.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any developer seeking to establish a RCS may be impacted by this ordinance.

4. Any additional information:

The intent of the RCS Design Standards is to allow for development into rural areas that is complementary to the rural character of the area and considers the natural resources and existing ecosystems.

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

AFFORDABLE HOUSING IMPACT STATEMENT

Contact Information			
Date:	April 16, 2026	Contact Name:	Jeannette McIntosh
			Affordable Housing Advisory Committee Member

Ordinance Information

Describe the Ordinance:

This ordinance was created to apply clarity and consistency to portions of Chapter XVII, Lake County Code, Appendix E, entitled “Rural Conservation Subdivision Design Standards”.

Describe the direct impact of the ordinance upon the provision of affordable housing:

This ordinance does not directly impact affordable housing.

Describe the direct impact of the ordinance upon the property owner/taxpayers/citizens who need affordable housing:

I see no direct impact upon any property owner/citizens/etc who need affordable housing.

Identify any potential indirect impacts, positive or negative which might occur as a result of the ordinance:

I see no potential indirect impacts as a result of this ordinance.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/02/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Presentation
THRU: **ITEM ID:** 42874
BY: Thomas Carpenter, Assistant County Manager
SUBJECT: Fire Rescue's Ambulance Service Update

RECOMMENDATION/REQUIRED ACTION: Approve

Presentation by Thomas Carpenter, Assistant County Manager, with a Fire Rescue Ambulance Services Update.

BACKGROUND SUMMARY: On October 14, 2025, Fire Rescue provided an update to the Board of County Commissioners (Board) of the County's Emergency Medical Services system, and the City of Clermont's verbal request for Ambulance MSTU funding to allow the City to provide ambulance service in Fiscal Year 2026. At the conclusion of Fire Rescue's presentation, the Board directed Fire Rescue to move forward with their (Fire Rescue) operational plan to add ambulances to the Clermont area and countywide. In addition, Chairman Campione requested the City work with the County and allow Fire Rescue's plan to move forward with adding ambulances. The Board requested Fire Rescue personnel to come back in six (6) months and provide an ambulance service update. There is no fiscal impact.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Thomas Carpenter	Created/Initiated - 04/02/2026
Jessica Zimmerman	Approved - 04/07/2026
David Kilbury	Approved - 04/07/2026
Miranda Lanoue	Approved - 04/07/2026
Jaime Stewart	Approved - 04/07/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 02/24/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Public Hearing
THRU: **ITEM ID:** 41975
BY: Christopher Sievert, Deputy Fire Chief
SUBJECT: Certificate of Public Convenience and Necessity (COPCN)

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval to issue a Certificate of Public Convenience and Necessity for the Office of Fire Rescue through June 18, 2028. There is no fiscal impact.

BACKGROUND SUMMARY: The Office of Fire Rescue (LCFR) is required by the State of Florida Department of Health to obtain a current Certificate of Public Convenience and Necessity (COPCN) from Lake County, FL for its State EMS license. The current certificate expires June 18, 2026. The Board of County Commissioners (Board) must hold a public hearing in accordance with Section 11-19, Lake County Code, prior to the issuance of a two-year COPCN, allowing LCFR to provide emergency medical services (with ambulance BLS and ALS transport) within Lake County, FL. The service area includes Lake County as a whole. All municipalities were notified of the public hearing by US mail.

On March 24, 2026, the Board approved advertising the public hearing to renew the COPCN.

Fiscal Impact: None.

Account No.:

Advertised Date: The week of April 13, 2026 Paper: Leesburg Daily Commercial

Attachments:

1.	Lake COPCN Ordinance Sec. 11-19 (003)
2.	LCBCC COPCN expire 6.18.2028

STAFF APPROVALS AND DATES:

Christopher Sievert	Created/Initiated - 02/24/2026
Jessica Zimmerman	Approved - 02/26/2026
John Simpson	Approved - 03/01/2026
Todd Thornton	Approved - 03/01/2026
Thomas Carpenter	Approved - 03/24/2026
Ron Falanga	Approved - 03/24/2026
Kandace Pourbaix	Approved - 03/24/2026

Miranda Lanoue	Approved - 03/24/2026
Melanie Marsh	Approved - 03/27/2026
Jennifer Barker	Approved - 03/30/2026
Marisol Saldana	Final Approval - 03/30/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

Sec. 11-19. - Certificate of public convenience and necessity.

(a) Every person, firm, corporation, association, or governmental entity owning or acting as agent for the owner of any business or service which furnishes, operates, conducts, maintains, advertises, engages in, or professes to engage in the business or service of providing prehospital or interfacility advanced life support services or basic life support transportation services must obtain a certificate of public convenience and necessity from the board of county commissioners before offering such service to the public.

(b) The certificate issued in accordance with the provisions of this section shall automatically expire two (2) years after the date of issuance. The requirements for renewal of any certificate issued under the provisions of this section shall be the same as the requirement for a new certification current at the time or renewal.

(c) The board of county commissioners may, after holding a public hearing, issue a certificate of public convenience and necessity to any applicant complying with the following requirements if the board of county commissioners determines that issuance of the certificate of public convenience and necessity is in the best interests of the residents of Lake County, Florida:

(1) A county application and any required application fee are submitted by the applicant.

(2) The applicant has submitted a copy of the application form required by the state department of health and rehabilitative services under the provisions of the Florida Emergency and Non-Emergency Medical Services Act (F.S. 401.21. et. seq.).

(3) Any other information deemed necessary by the county is provided by the applicant.

(d) The application and fee shall be filed with the department of fire and emergency services and the department of fire and emergency services shall cause notice of such filing to be sent to each municipality within the geographic area to be served by the applicant.

(e) Upon receipt of the application, filing fee and a copy of the state application, the matter shall be placed on an agenda for a hearing before the board of county commissioners during a regularly scheduled meeting. Notice of the time and date for such hearing shall be sent to the applicant and to any municipality within the geographic area to be served by the applicant. In determining that the issuance of the certificate of public convenience and necessity is in the best interests of the residents of Lake County, Florida, the board of county commissioners shall consider the following factors:

(1) The impact on current services;

(2) The benefit to county residents;

(3) Experience of the applicant and the applicant's employees;

(4) Financial stability of the applicant;

(5) Experience and record of the applicant's medical director;

(6) Ability to comply with county records and reporting requirements;

(7) Applicant's ability to provide additional or back-up service during disaster situations;

(8) Condition of applicant's proposed fleet and equipment;

(9) Any other considerations considered relevant by county.

(f) The certificate of public convenience and necessity shall be in substantially the following form:

CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

WHEREAS, name of provider will provide als transport/als nontransport/bls to the citizens of geographic area, and

WHEREAS, there has been demonstrated a need for this emergency medical transportation provider to operate in the County to provide essential services to the citizens of this County, and

WHEREAS, the above-mentioned emergency medical transportation provider has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergent Medical Services Act, the Board of County Commissioners of Lake County hereby

CERTIFIES that the public convenience and necessity will be served by name of provider.

In issuing this Certificate, the Board of County Commissioners attest that recommendations of the municipalities within the provider's service area were considered.

This Certificate shall expire expiration date.

DONE AND RESOLVED by the Lake County Board of County Commissioners in regular session on the _____ / _____ / _____ day of _____ / _____ / _____ , 19 _____ .

(Ord. No. 1983-1, §§ 1—5, 1-4-83; Ord. No. 1988-5, § 4, 5-3-88; Ord. No. 1994-15, §§ 2, 3, 10-18-94; Ord. No. 1996-59, § 1, 7-23-96)

State Law reference— Licensing of basic life support or advance license support systems and local certificates of public convenience and necessity authorized, F.S. § 401.25.

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, Section 401.25, Florida Statutes, governs the licensure by the State of Florida, Department of Health of entities providing basic life support or advance life support transportation services; and

WHEREAS, Section 401.25, Florida Statutes, requires applicants for licensure to obtain a certificate of public convenience and necessity from each county in which the applicant will operate; and

WHEREAS, Section 401.25(6), Florida Statutes, authorizes counties to adopt ordinances providing reasonable standards for certificates of public convenience and necessity, and requires the governing body of each county to consider state guidelines, recommendations of the local or regional trauma agency created under Chapter 395, Florida Statutes, and the recommendations of municipalities within its jurisdiction; and

WHEREAS, Section 11-19, Lake County Code, governs the application for a certificate of public convenience and necessity in Lake County, Florida and provides a general form of a certificate of public convenience and necessity; and

WHEREAS, LAKE COUNTY BOARD OF COUNTY COMMISSIONERS will provide advanced and basic emergency medical services and ambulance transport for the residents of unincorporated and incorporated Lake County, including residents of each of the fourteen municipalities; and

WHEREAS, there has been a demonstrated need for LAKE COUNTY BOARD OF COUNTY COMMISSIONERS to operate in Lake County and the municipalities to provide essential services to the residents of Lake County; and

WHEREAS, LAKE COUNTY BOARD OF COUNTY COMMISSIONERS has indicated that it will comply with all applicable requirements of Part III, Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida hereby certifies that the public convenience and necessity will be served by LAKE COUNTY BOARD OF COUNTY COMMISSIONERS.

In issuing this certificate, the Board of County Commissioners attests that recommendations of each of the fourteen (14) municipalities situated within Lake County were considered.

This Certificate will expire on the 18th day of June, 2028.

DONE AND RESOLVED by the Board of County Commissioners of Lake County, Florida, by and through its Chairman.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney, Clerk to the
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/02/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Public Hearing
THRU:
ITEM ID: 42885
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Public Hearing of an Ordinance providing for the levy of an additional school district ad valorem millage tax in Lake County for operational purposes effective in 2027 and ending four (4) years thereafter pursuant to Section 1011.71(9), Florida Statutes, and providing for approval of the levy by voters in a referendum to be held on November 3, 2026, and providing for ballot language.

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend adoption and execution of an Ordinance providing for the levy of an additional school district ad valorem millage tax in Lake County for operational purposes effective in 2027 and ending four (4) years thereafter pursuant to Section 1011.71(9), Florida Statutes, and providing for approval of the levy by voters in a referendum to be held on November 3, 2026, and providing for ballot language.

The fiscal impact cannot be determined at this time.

BACKGROUND SUMMARY: Section 1011.73(2) authorizes the district school board to adopt a resolution directing the county commissioners to call an election in which the electors within the school district may approve an ad valorem tax millage as authorized under Section 1011.71(9), Florida Statutes, which allows the imposition of an ad valorem tax millage for school operational purposes up to an amount, that combined with the nonvoted millage levied, does not exceed a combined 10-mill limit.

On February 23, 2026, the School Board of Lake County adopted Resolution No. 2026-02 directing the Board of County Commissioners to call for a referendum by the electors, in conjunction with the general election to be held on November 3, 2026, on an additional school district ad valorem millage tax beginning in 2027 and ending four (4) years thereafter.

If adopted, this Ordinance will set the ballot language for the general election.

Fiscal Impact: The fiscal impact cannot be determined at this time.

Account No.:

Advertised Date: 4/16/2026
Paper: Daily Commercial

Attachments:

1.	Proposed Ordinance
2.	Proposed Ordinance & Ballot Language_Spanish
3.	Resolution 2026-02_School District Additional Operating Millage
4.	Business Impact Estimate_School Operating Millage

STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/02/2026
Melanie Marsh	Approved - 04/03/2026
Kandace Pourbaix	Approved - 04/03/2026
Miranda Lanoue	Approved - 04/06/2026
Jaime Stewart	Approved - 04/06/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

ORDINANCE NO. 2026 - ___

AN ORDINANCE OF LAKE COUNTY, FLORIDA, PROVIDING FOR THE LEVY OF AN ADDITIONAL ONE (1) MILL SCHOOL DISTRICT AD VALOREM MILLAGE TAX IN LAKE COUNTY FOR SCHOOL OPERATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS; PROVIDING FOR APPROVAL OF THE LEVY BY VOTERS IN A REFERENDUM; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE BEGINNING JULY 1, 2027 AND ENDING FOUR (4) YEARS THEREAFTER PURSUANT TO SECTION 1011.71(9), FLORIDA STATUTES; PROVIDING FOR THE REFERENDUM TO BE HELD ON NOVEMBER 3, 2026; PROVIDING BALLOT LANGUAGE; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING FOR NOTIFICATION TO THE STATE OF FLORIDA, DEPARTMENT OF REVENUE; PROVIDING A CONFLICT CLAUSE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 1011.71(9), Florida Statutes, allows the district school board of a county to impose, in addition to other taxes allowed by law, an ad valorem tax millage for school operational purposes up to an amount, that combined with the nonvoted millage levied under this section, does not exceed the 10-mill limit; and

WHEREAS, Section 1011.73(2), Florida Statutes, authorizes the district school board to adopt a resolution at a regular meeting which shall direct the county commissioners to call an election in which the electors within the school district may approve an ad valorem tax millage as authorized under Section 1011.71(9), Florida Statutes; and

WHEREAS, the School Board did approve a resolution on February 23, 2026, making such request of the Board of County Commissioners.

NOW THEREFORE be it ordained by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. **Referendum.** Pursuant to Sections 1011.71(9) and 1011.73(2), Florida Statutes, a referendum shall be held on November 3, 2026, in which the electors of Lake County may vote on the imposition of a levy up to an additional one (1) mill school district ad valorem millage tax. The form of ballot for said special election shall be as follows:

BALLOT TITLE: **LAKE COUNTY SCHOOL DISTRICT AD VALOREM TAX FOR TEACHER PAY AND SCHOOL SAFETY**

BALLOT QUESTION: To increase teacher pay, recruit and retain teachers, enhance school safety in compliance with the Marjory Stoneman Douglas Act, and improve student mental health services, shall the School District levy up to one mill of ad valorem taxes for four years with funds shared with eligible charter schools based on each charter school's proportionate share of the District's enrollment, and with all expenditures staying local and monitored by an independence citizen review committee?

____ YES

____ NO

Section 2. **Notice of Election.** A notice of the special election shall be published in a newspaper of general circulation in Lake County at least twice, once in the fifth week and once in the third week prior to the week of November 2, 2026.

Section 3. **Notice of Passage.** The Clerk of the Board of County Commissioners is directed to notify the Supervisor of Elections and the State of Florida, Department of Revenue ("Department") immediately upon the passage of this Ordinance. The Clerk of the Board of County Commissioners is further directed to notify the Department of the outcome of the referendum election within ten (10) days of the date of said election. Said notice shall include the time period during which the levy will be in effect, a copy of this Ordinance, and such other information as the Department shall require by rule.

Section 4. **Supervisor of Elections; Authority.** The Supervisor of Elections is hereby granted the authority to correct any scrivener errors associated with the ballot language so long as the intent and substance of the same is not changed.

Section 5. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the intent of the Board of County Commissioners to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons,

property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 6. **Conflict.** Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict unless otherwise addressed herein.

Section 7. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 8. **Effective Date.** This ordinance shall take effect as provided for by law.

ENACTED this day of _____ day of _____, 2026.

FILED with the Secretary of State the ____ day of _____, 2026.

EFFECTIVE _____, 2026.

ATTEST:

_____
Gary J. Cooney , Clerk
Board of County Commissioners
of Lake County, Florida

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This ____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

ORDENANZA NO. 2026 - ___

UNA ORDENANZA DEL CONDADO DE LAKE, FLORIDA, QUE DISPONE LA IMPOSICIÓN DE UN IMPUESTO ADICIONAL DE UN (1) MILL DE AD VALOREM DEL DISTRITO ESCOLAR EN EL CONDADO DE LAKE PARA FINES OPERACIONALES POR UN PERÍODO QUE NO EXCEDA CUATRO (4) AÑOS; QUE ESTABLECE LA APROBACIÓN DE LA IMPOSICIÓN POR LOS VOTANTES MEDIANTE REFERÉNDUM; QUE ESTABLECE QUE LA IMPOSICIÓN SERÁ EFECTIVA A PARTIR DEL 1 DE JULIO DE 2027 Y TERMINARÁ CUATRO (4) AÑOS DESPUÉS, DE CONFORMIDAD CON LA SECCIÓN 1011.71(9), ESTATUTOS DE FLORIDA; QUE DISPONE LA REALIZACIÓN DEL REFERÉNDUM EL 3 DE NOVIEMBRE DE 2026; QUE DISPONE EL LENGUAJE DE LA BOLETA; QUE DISPONE EL AVISO DE LA ELECCIÓN; QUE DISPONE LA NOTIFICACIÓN AL ESTADO DE FLORIDA, DEPARTAMENTO DE INGRESOS; QUE DISPONE UNA CLÁUSULA DE CONFLICTO; QUE DISPONE SU PRESENTACIÓN ANTE EL DEPARTAMENTO DE ESTADO; Y QUE DISPONE UNA FECHA DE ENTRADA EN VIGOR.

CONSIDERANDO que la Sección 1011.71(9), Estatutos de Florida, permite a la junta escolar del distrito imponer, además de otros impuestos permitidos por la ley, un millaje ad valorem para fines operativos del distrito escolar hasta una cantidad que, combinada con el millaje no votado establecido en esta sección, no exceda el límite de 10 mills; y

CONSIDERANDO que la Sección 1011.73(2), Estatutos de Florida, autoriza a la junta escolar del distrito a adoptar una resolución en una reunión regular que ordene a los comisionados del condado convocar una elección en la cual los electores del distrito escolar puedan aprobar un millaje ad valorem conforme a la Sección 1011.71(9) , Estatutos de Florida; y

CONSIDERANDO que la Junta Escolar aprobó una resolución el 23 de febrero de 2026 solicitando lo anterior a la Junta de Comisionados del Condado.

POR LO TANTO se ordena por la Junta de Comisionados del Condado de Lake, Florida, lo siguiente:

Sección 1. **Referéndum.** De conformidad con las Secciones 1011.71(9) y 1011.73(2), Estatutos de Florida, se llevará a cabo un referéndum el 3 de noviembre de 2026 para que los electores del Condado de Lake voten sobre la imposición de un impuesto adicional de un (1) mill ad valorem del distrito escolar. La boleta será la siguiente:

TÍTULO DE LA BOLETA: IMPUESTO AD VALOREM DEL DISTRITO ESCOLAR DEL CONDADO DE LAKE PARA PAGO A MAESTROS Y SEGURIDAD ESCOLAR

PREGUNTA DE LA BOLETA: Para aumentar el salario de los maestros, reclutar y retener maestros, mejorar la seguridad escolar conforme a la Ley Marjory Stoneman Douglas, y mejorar los servicios de salud mental estudiantil, ¿deberá el Distrito Escolar recaudar hasta un (1) mill de impuestos ad valorem por cuatro años, compartiendo fondos con escuelas

charter elegibles de acuerdo con su proporción de inscripción, con todos los gastos permaneciendo locales y supervisados por un comité ciudadano independiente?
___ SÍ
___ NO

Sección 2. **Aviso de Elección.** Un aviso de la elección especial deberá publicarse en un periódico de circulación general en el Condado de Lake al menos dos veces: una vez en la quinta semana y otra en la tercera semana previas a la semana del 2 de noviembre de 2026.

Sección 3. **Aviso de Aprobación.** El Secretario de la Junta de Comisionados del Condado deberá notificar al Supervisor de Elecciones y al Departamento de Ingresos del Estado de Florida ("Departamento") inmediatamente después de la aprobación de esta Ordenanza. El Secretario también deberá notificar al Departamento sobre el resultado del referéndum dentro de los diez (10) días posteriores a la fecha de dicha elección. Este aviso deberá incluir el período de tiempo durante el cual estará vigente la imposición, una copia de esta Ordenanza, y cualquier otra información que el Departamento requiera por reglamento.

Sección 4. **Supervisor Electoral; Autoridad.** Se otorga al Supervisor Electoral la autoridad para corregir cualquier error tipográfico relacionado con el lenguaje de la boleta, siempre y cuando no se altere la intención ni el contenido sustantivo del texto.

Sección 5. **Divisibilidad de la(s) clausula(s).** Si cualquier sección, oración, cláusula, frase o palabra de esta Ordenanza fuera, por cualquier motivo, considerada o declarada inválida, inconstitucional, inoperante o nula por un tribunal de jurisdicción competente, dicha determinación no afectará en modo alguno la validez de las demás disposiciones de esta Ordenanza; y se interpretará que la intención de la Junta de Comisionados del Condado fue aprobar esta Ordenanza sin la(s) parte(s) inconstitucional(es), inválida(s) o inoperante(s); y el resto de esta Ordenanza, después de excluir dicha(s) parte(s), se considerará y tendrá por válido, como si tales partes no hubieran sido incluidas en ella; ni tampoco afectará tal determinación la aplicabilidad de esta Ordenanza o cualquiera de sus disposiciones a cualquier persona, grupo de personas, propiedad, tipo de propiedad, circunstancias o conjunto de circunstancias, si se considerara inaplicable respecto de alguna de ellas.

Sección 6. **Conflicto.** Cualquier ordenanza o parte de la misma que entre en conflicto con esta Ordenanza o con cualquier parte de ella queda por la presente derogada en la medida del conflicto, a menos que se disponga lo contrario en este documento.

Sección 7. **Archivar ante el Departamento de Estado.** El Secretario queda por la presente instruido a enviar de inmediato una copia electrónica de esta Ordenanza al Secretario de Estado del Estado de Florida, de conformidad con la Sección 125.66, Estatutos de Florida.

Sección 8. **Fecha de Entrada en Vigor.** Esta ordenanza entrará en vigor según lo dispuesto por la ley.

PROMULGADO este día de _____ día de _____, 2026.

ARCHIVADO ante el Secretario de Estado el _____ día de _____, 2026.

ENTRADA EN VIGOR el _____, 2026.

AUTENTIFICAR:

Gary J. Cooney , Secretario de la
Junta de Comisionados del Condado
de Lake, Florida

JUNTA DE COMISIONADOS DEL CONDADO
DEL CONDADO DE LAKE, FLORIDA

_____

Leslie Campione, Presidenta

Este ___ día de _____, 2026.

Aprobado en cuanto a forma y legalidad:

_____

Melanie Marsh, Abogada del Condado

LAKE COUNTY SCHOOLS
AN A-RATED DISTRICT
2025

201 West Burleigh Boulevard, Tavares, FL 32778-2496
(352) 253-6500 / Fax (352) 253-6503 / www.lake.k12.fl.us

Superintendent:
Diane S. Kornegay, M.Ed.

School Board Members:
District 1
Bill Mathias, MAOM
District 2
Tyler Brandeburg
District 3
Marc Dodd, M.Ed.
District 4
Mollie Cunningham
District 5
Stephanie Luke, Ed.D.

RECEIVED
FEB 24 2026
BCC OFFICE

February 24, 2026

The Honorable Leslie Campione, Chair
and Members, Lake County Board of County Commissioners
315 West Main Street
Post Office Box 7800
Tavares, Florida 32778

Re: Request to Call School District Additional Operating Millage Referendum-November 3, 2026

Dear Chair Campione and Commissioners:

At a regular meeting held, February 9, 2026, the Lake County School Board adopted Resolution 2026-02, then amended the Resolution at the regular meeting, February 23, 2026, directing the Lake County Board of County Commissioners to call a referendum election to be held in conjunction with the November 3, 2026, General Election for the purpose of submitting to the electors of the School District a question authorizing the School Board to levy up to one (1.000) mill of ad valorem taxes for school operational purposes for a period not to exceed four (4) years, as authorized by sections 1011.7l(9) and 1011.73(2), Florida Statutes.

We respectfully request that the County Commission take action as soon as practicable to adopt the county resolution calling the referendum election in conjunction with the November 3, 2026, General Election and directing the Supervisor of Elections to place the question on the ballot. Prompt action supports timely ballot preparation and compliance with all applicable election deadlines.

Please advise District staff of any additional requirements. The School Board understands that, pursuant to section 1011.73(7), Florida Statutes, the School District is responsible for the publication notice and election-related expenses.

Sincerely,

Diane S. Kornegay
Superintendent
Lake County School District

DSK/nc

Enclosures: (2)
Certified Copy-School Board Resolution 2026-02 with ballot title and summary question
Template Resolution for Board of County Commissioners

RESOLUTION NO. 2026-02

A RESOLUTION OF THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, DIRECTING THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA TO CALL A REFERENDUM ELECTION TO BE HELD IN CONJUNCTION WITH THE NOVEMBER 3, 2026 GENERAL ELECTION TO SUBMIT TO THE ELECTORS OF THE SCHOOL DISTRICT THE QUESTION OF AUTHORIZING THE SCHOOL BOARD TO LEVY UP TO ONE (1.000) MILL OF AD VALOREM TAXES FOR SCHOOL OPERATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY/SUBSTANCE OF THE MEASURE; PROVIDING FOR REQUIRED CHARTER SCHOOL SHARING; PROVIDING FOR ADMINISTRATION AND OVERSIGHT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1011.71(9), Florida Statutes, authorizes a school district, by local referendum held at a general election, to levy additional ad valorem millage for school operational purposes for a maximum of four (4) years, subject to the 10-mill constitutional limit; and

WHEREAS, Section 1011.73(2), Florida Statutes, provides that the district school board, pursuant to a resolution adopted at a regular meeting, shall direct the county commissioners to call an election at which electors may approve an ad valorem tax millage as authorized under section 1011.71(9), Florida Statutes; and

WHEREAS, Section 1011.73(4)(b), Florida Statutes, requires that the district school board provide the wording of the substance of the measure and the ballot title in the resolution calling for the election, and that the wording conform to section 101.161, Florida Statutes; and

WHEREAS, Section 1011.71(9), Florida Statutes, requires that funds levied pursuant to the additional millage be shared with charter schools based on each charter school's proportionate share of the District's total unweighted full-time equivalent (FTE) student enrollment, and that the referendum contain an explanation of the distribution methodology consistent with those requirements; and

WHEREAS, The School Board of Lake County, Florida, has determined that it is in the best interests of the School District and its students to submit to the voters the question of authorizing an additional operating millage levy, the proceeds of which would be used for the purposes stated in the ballot summary;

NOW, THEREFORE, BE IT RESOLVED BY THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Referendum Election; Direction to County Commissioners.

Pursuant to sections 1011.71(9) and 1011.73(2), Florida Statutes, the School Board of Lake County, Florida, hereby directs the Board of County Commissioners of Lake County, Florida (the "County Commission") to call a referendum election to be held in conjunction with the November 3, 2026 General Election (the "Election") at which the qualified electors of the School District may approve an ad valorem tax millage levy for school operational purposes as described in this Resolution.

Section 2. Election Date; Conduct of Election.

The Election shall be held and conducted in the manner prescribed by law for holding general elections. The Election shall be held only at the general election scheduled for November 3, 2026.

Section 3. Ballot Title and Ballot Summary/Substance of Measure.

The ballot title and ballot summary/substance of the measure to be placed on the ballot shall be as follows (with a "YES" vote indicating approval and a "NO" vote indicating rejection):

> **BALLOT TITLE:** Lake County School District Ad Valorem Tax for Teacher Pay and School Safety
>
> **BALLOT SUMMARY/QUESTION:** To increase teacher pay, recruit and retain teachers, enhance school safety in compliance with the Marjory Stoneman Douglas Act, and improve student mental health services, shall the School District levy up to one mill of ad valorem taxes for four years with funds shared with eligible charter schools based on each charter school's proportionate share of the District's enrollment, and with all expenditures staying local and monitored by an independent citizen review committee?"

Section 4. Authorization Requested; Term; Annual Levy.

If approved by a majority of the electors voting on the measure, the School Board would be authorized to levy up to one (1.000) mill of ad valorem taxes for school operational purposes for a period not to exceed four (4) years. Any levy would be imposed through the annual budget and millage adoption (TRIM) process and may be set at a rate less than 1.000 mill in any year, in the discretion of the School Board, consistent with law.

Section 5. Charter School Sharing; Distribution Methodology.

Consistent with section 1011.71(9), Florida Statutes, funds generated by the additional millage, if approved and levied, shall be shared with eligible charter schools based on each charter school's proportionate share of the District's total unweighted FTE enrollment and used in a manner consistent with the purposes of the levy as described in the ballot summary/question. District administration is directed to implement a distribution and reporting methodology consistent with applicable law and any guidance from the Florida Department of Education.

Section 6. Oversight; Citizen Review Committee.

If the referendum is approved, the School Board intends to provide for local oversight of expenditures consistent with the ballot summary/question, including monitoring by an independent citizen review committee. The Superintendent is directed to return to the School Board with a recommended committee structure, membership criteria, and reporting cadence.

Section 7. Transmittals; Implementation.

The Chair of the School Board, the Superintendent, and the School Board Clerk (or their designees) are authorized and directed to take all actions necessary to implement this Resolution, including (without limitation) providing certified copies of this Resolution to the County Commission and the Lake County Supervisor of Elections, coordinating ballot proofing, and coordinating publication of required notice and payment of election-related expenses as required by law.

Section 8. Severability.

If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder shall not be affected and shall continue in full force and effect.

Section 9. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED at a regular meeting of The School Board of Lake County, Florida, this 23rd day of February, 2026.

ATTEST:

Diane S. Kornegay, Superintendent
Date: 2-23-2026

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

William J. Mathias, Chairman
Date: 2-23-2026

Approved as to form and legal sufficiency:

School Board Attorney

SCHOOL BOARD OF LAKE COUNTY, FLORIDA
I HEREBY CERTIFY that the above and foregoing is a true copy of the original document recorded in the public records.

Clerk of the School Board of Lake County
By Natalie Challenger
Dated 2-25-2026

TEMPLATE COUNTY COMMISSION RESOLUTION CALLING REFERENDUM ELECTION

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, CALLING A REFERENDUM ELECTION TO BE HELD IN CONJUNCTION WITH THE NOVEMBER 3, 2026 GENERAL ELECTION TO SUBMIT TO THE ELECTORS OF THE SCHOOL DISTRICT OF LAKE COUNTY, FLORIDA, THE QUESTION OF AUTHORIZING THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA, TO LEVY UP TO ONE (1.000) MILL OF AD VALOREM TAXES FOR SCHOOL OPERATIONAL PURPOSES FOR A PERIOD NOT TO EXCEED FOUR (4) YEARS; PROVIDING FOR THE BALLOT TITLE AND BALLOT SUMMARY; DIRECTING THE LAKE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE QUESTION ON THE BALLOT; PROVIDING FOR NOTICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the School Board of Lake County, Florida, has adopted Resolution No. [____] (the "School Board Resolution") directing the Board of County Commissioners of Lake County, Florida (the "County Commission") to call a referendum election pursuant to section 1011.73(2), Florida Statutes, to submit to the electors of the School District the question of authorizing an additional operating millage levy under section 1011.71(9), Florida Statutes; and

WHEREAS, the County Commission is authorized and directed to call the referendum election as requested by the School Board Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Calling of Referendum Election.

A referendum election is hereby called to be held in conjunction with the November 3, 2026 General Election for the purpose of submitting to the qualified electors of the School District of Lake County, Florida, the question set forth in Section 2 below.

Section 2. Ballot Title and Ballot Summary.

The ballot title and ballot summary/substance of the measure shall be as set forth in the School Board Resolution and reproduced below:

BALLOT TITLE: Lake County School District Ad Valorem Tax for Teacher Pay and School Safety

BALLOT SUMMARY/QUESTION: To increase teacher pay, recruit and retain teachers, enhance school safety in compliance with the Marjory Stoneman Douglas Act, and improve

student mental health services, shall the School District levy up to one mill of ad valorem taxes for four years with funds shared with eligible charter schools based on each charter school's proportionate share of the District's enrollment, and with all expenditures staying local and monitored by an independent citizen review committee?"

Section 3. Direction to Supervisor of Elections.

The Lake County Supervisor of Elections is hereby directed to place the ballot title and ballot summary/question on the ballot for the November 3, 2026 General Election and to take all actions necessary for the conduct of the referendum in accordance with law.

Section 4. Notice of Referendum; Coordination.

Notice of the referendum election shall be published or posted as required by applicable law. The School District shall be responsible for publication costs and election expenses as provided by law and will coordinate with the Supervisor of Elections regarding formats and deadlines.

Section 5. Effective Date.

This Resolution shall become effective immediately upon adoption.

ADOPTED by the Board of County Commissioners of Lake County, Florida, this ___ day of _____, 2026.

ATTEST:

_____

Clerk of the Circuit Court & Comptroller (as Clerk to the Board)

Date: _____

BOARD OF COUNTY COMMISSIONERS

LAKE COUNTY, FLORIDA

_____

Chair

Date: _____

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

The purpose of this Ordinance is to provide for the levy of an additional one mill school district ad valorem millage tax in Lake County for school operational purposes for a period not to exceed four years, providing for approval of the levy by voters in a referendum.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

This ordinance would increase the millage rate for tax payers in Lake County, including commercial tax payers, by one mill.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All taxpayers in Lake County would be impacted for a period of up to four years if the levy is approved by voters in a referendum.

4. Any additional information:

The funds generated by this levy would support teacher recruitment and retention, enhance school safety, and improve student services. A strong school system is important for recruiting both businesses and workforce to a community. Additionally, the Lake County school system plays an important role in training and developing the workforce for local businesses and industry.

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/13/2026
TO: Jennifer Barker, County Manager
THRU:
BY: Karen Livernois, Financial Analyst
SUBJECT: Mid-Year Budget Amendments

MEETING DATE: 4/28/2026
ITEM TYPE: Public Hearing
ITEM ID: 42809

RECOMMENDATION/REQUIRED ACTION: Approve
Adopt

Recommend approval:
1. Of an amended budget for the Lake County Board of County Commissioners Fiscal Year 2026 to include a reconciliation of the beginning fund balance and other adjustments; and
2. To adopt a resolution for a supplemental budget for the Lake County Board of County Commissioners Fiscal Year 2026.

BACKGROUND SUMMARY: The purpose of the mid-year budget amendment is to adjust the current budgeted fund balances for each of the County's funds to the actual fund balances following the closing of the prior fiscal year.

A majority of the adjustments are applied to a fund's reserve account. In some instances, a portion of the adjustment is allocated to operating expenses, capital projects or programs where revenues are restricted for a specific purpose. A summary of fund balance adjustments (Schedule I) and the detailed adjustments by fund (Summary II) have been provided.

Fiscal Impact:

Account No.:

Advertised Date: Friday, April 24, 2026 Paper: The Daily Commercial
Attachments:

1.	Res. No. 2026- FY 2026 April MYA Budget Amendment

STAFF APPROVALS AND DATES:

Karen Livernois	Created/Initiated - 03/13/2026
Miranda Lanoue	Approved - 04/09/2026
Jaime Stewart	Approved - 04/09/2026
Melanie Marsh	Approved - 04/10/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

RESOLUTION NO. 2026 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING A SUPPLEMENTAL BUDGET FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake County revised budget totaling $1,115,630,621 was adopted pursuant to Resolution No. 2026-10 on January 20, 2026, by the Board of County Commissioners of Lake County, and was subsequently amended by the Board of County Commissioners of Lake County in the amount of $3,993,103 with total estimated revenues in the amount of $1,119,623,724 and total expenditure requirements of $1,119,623,724.

WHEREAS, unanticipated revenues and actual cash balance forward dollars have been received by and are available to Lake County and, to authorize expenditure of these unanticipated revenues, it is deemed necessary, appropriate and advisable to amend the Lake County budget to reflect the additional revenues received and the supplemental expenditures associated therewith; and

WHEREAS, the Board of County Commissioners of Lake County, Florida, finds that it is desirable for the Board to adopt a supplemental budget for Fiscal Year 2026; and

WHEREAS, the said supplemental budget for Fiscal Year 2026 has been adopted in accordance with law by the Board of County Commissioners of Lake County as the governing body of Lake County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lake County, Florida, that:

Section 1. Adoption of Supplemental Budget. The supplemental budget estimates for Fiscal Year 2026, totaling $19,698,935, a copy of the same being attached hereto and incorporated herein as Schedule I, show total estimated revenues of $1,139,322,659 and total expenditure requirements of $1,139,322,659 all being more fully set forth in detail in said budget estimates relating to the funds listed, are hereby approved, adopted, accepted and deemed to be the Supplemental Budget of Lake County for Fiscal Year 2026.

Section 2. Effective Date. This resolution shall become effective upon adoption.

ADOPTED this 28th day of April 2026.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

_____
Leslie Campione, Chairman

This _____ day of _____, 2026

ATTEST:

_____
Gary J. Cooney, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

SCHEDULE I

Summary - FY 2026 Mid-Year Adjustments by Fund
April 2026

Fund No.	Fund Name	Adopted FY 2026	Revised FY 2026	Adjustments FY 2026	Revised FY 2026
	Countywide Funds				
0010	General	$ 331,113,800	$ 352,875,825	$ 2,251,677	$ 355,127,502
1120	County Transportation Trust	22,930,256	26,627,730	-	26,627,730
1220	Lake County Ambulance	23,182,404	22,438,344	-	22,438,344
1900	County Library System	5,998,126	6,479,744	-	6,479,744
	Total Countywide Funds	**$ 383,224,586**	**$ 408,421,643**	**$ 2,251,677**	**$ 410,673,320**
	Special Revenue Funds				
1070	Library Impact Fee Trust	$ 6,275,003	$ 6,678,489	$ -	$ 6,678,489
1081	Park Impact Fee Trust-Central District	250,911	269,873	-	269,873
1082	Park Impact Fee Trust-North District	232,066	362,445	-	362,445
1083	Park Impact Fee Trust-South District	2,071,404	2,145,154	-	2,145,154
1090	Educational Sys Impact Fees	30,000,000	30,000,000	-	30,000,000
1100	LCL Provider Participation Fund	39,596,761	39,602,595	-	39,602,595
1147	West Transportation Benefit District	-	416	-	416
1148	North Central Transportation Benefit District	5,502,024	7,241,391	-	7,241,391
1149	NE/Wekiva Transportation Benefit District	7,137,251	7,566,139	-	7,566,139
1157	South Transportation Benefit District	43,596,508	38,008,632	-	38,008,632
1158	Central Transportation Benefit District	6,684,142	7,659,420	-	7,659,420
1159	North Transportation Benefit District	-	1,791	-	1,791
1190	Fish Conservation	253,209	261,377	2,197	263,574
1230	MSTU - Stormwater	4,273,442	4,709,563	310,246	5,019,809
1231	MSTU - Parks	11,307,355	12,057,738	-	12,057,738
1232	MSTU - Roads	1,261,391	1,260,323	-	1,260,323
1240	Emergency 911	10,880,719	10,860,139	-	10,860,139
1250	Resort/Development Tax	17,206,216	19,401,218	-	19,401,218
1290	Greater Hills MSBU	451,695	462,379	-	462,379
1330	Law Enforcement Trust	1,504,315	1,524,670	-	1,524,670
1340	Mt Plymouth/Sorrento CRA Trust Fund	1,144,960	1,087,480	-	1,087,480
1350	Emergency Medical Services	40,561,442	44,130,766	5,503,639	49,634,405
1370	Greater Groves MSBU	339,399	335,778	-	335,778
1380	Coronavirus State/Local Fiscal Recovery	17,057,997	16,391,020	-	16,391,020
1390	MSTU - Wellness Way	250,884	496,338	-	496,338
1400	Internal Subdivision Road MSBU	50,703	71,235	-	71,235
1410	Infrastructure Sales Tax	26,100,654	28,906,296	-	28,906,296
1430	Village Green Street Lighting	22,459	23,447	-	23,447
1450	Greater Pines Municipal Services	474,398	466,579	-	466,579
1460	Picciola Island Street Lighting	8,526	9,718	-	9,718
1470	Valencia Terrace Street Lighting	13,292	14,388	-	14,388
1480	Sylvan Shores Street Lighting	32,907	32,493	-	32,493
1490	MSBU - Wastewater Treatment System	101,172	101,290	-	101,290
1520	Building Services	14,081,252	14,710,272	-	14,710,272
1680	County Fire Rescue	75,923,625	87,004,708	1,000,000	88,004,708
1690	Fire Services Impact Fee Trust	4,144,196	5,203,139	-	5,203,139
9800	Lake County Water Authority	32,273,707	32,662,738	166,676	32,829,414
	Total Special Revenue Funds	**$ 401,065,985**	**$ 421,721,437**	**$ 6,982,758**	**$ 428,704,195**

SCHEDULE I

Summary - FY 2026 Mid-Year Adjustments by Fund
April 2026

Fund No.	Fund Name	Adopted FY 2026	Revised FY 2026	Adjustments FY 2026	Revised FY 2026
	Grant Funds				
1200	Community Development Block Grant	$ 15,509,648	$ 14,889,855	$ -	$ 14,889,855
1210	Transit	24,518,791	23,699,248	(50,357)	23,648,891
1260	Affordable Housing Assistance Trust	19,252,018	18,715,965	-	18,715,965
1270	Section 8	8,726,140	8,993,324	-	8,993,324
1300	Federal / State Grants	22,779,402	43,581,134	8,324,498	51,905,632
1310	Restricted Local Programs	6,896,680	7,049,667	41,105	7,090,772
	Total Grant Funds	**$ 97,682,679**	**$ 116,929,193**	**$ 8,315,246**	**$ 125,244,439**
	Debt Service Funds				
2510	Pari-Mutuel Revenue Replacement Bonds	$ 872,822	$ 896,521	$ -	$ 896,521
2710	Public Lands Program	3,914,022	3,809,709	-	3,809,709
2810	Expansion Projects	5,839,514	5,823,167	-	5,823,167
2850	Sales Tax Revenue Note	3,582,035	3,598,365	199,341	3,797,706
	Total Debt Service Funds	**$ 14,208,393**	**$ 14,127,762**	**$ 199,341**	**$ 14,327,103**
	Enterprise Funds				
4200	Landfill Enterprise	$ 40,193,333	$ 40,437,642	$ 2,184,622	$ 42,622,264
4220	Solid Waste Closures and Long-Term Care	373,197	373,197	42,555	415,752
	Total Enterprise Funds	**$ 40,566,530**	**$ 40,810,839**	**$ 2,227,177**	**$ 43,038,016**
	Total Operating Budget	**$ 936,748,173**	**$ 1,002,010,874**	**$ 19,976,199**	**$ 1,021,987,073**
	Capital Projects Funds				
3050	2nd Renewal Sales Tax Capital Projects	$ 77,932,844	$ 79,872,004	$ (371,432)	$ 79,500,572
	Total Capital Projects Funds	**$ 77,932,844**	**$ 79,872,004**	**$ (371,432)**	**$ 79,500,572**
	Internal Service Funds				
5200	Insurance - Property and Casualty	$ 7,209,771	$ 7,548,043	$ -	$ 7,548,043
5300	Insurance - Employee Group Benefits	26,113,499	26,113,499	-	26,113,499
5400	Fleet Management	4,079,304	4,079,304	94,168	4,173,472
	Total Internal Service Funds	**$ 37,402,574**	**$ 37,740,846**	**$ 94,168**	**$ 37,835,014**
	Reconciliation				
	Total Operating Budget	$ 936,748,173	$ 1,002,010,874	$ 19,976,199	$ 1,021,987,073
	Total Capital Project Funds	77,932,844	79,872,004	(371,432)	79,500,572
	Total Internal Service Funds	37,402,574	37,740,846	94,168	37,835,014
	Total	**$ 1,052,083,591**	**$ 1,119,623,724**	**$ 19,698,935**	**$ 1,139,322,659**

SCHEDULE II
Detail - FY 2026 Mid-Year Adjustments by Fund
April 2026

Account Number	Account Description	General Fund - 0010		
		Revenues		
		Water Resources		
0010.2921910.349600	Admin Fees-Water Resources	Adjustment of revenue received based on the FY 2026 Mgmt Services Agreement	$	72,341
		Tax Collector		
0010.7072100.386610	Excess Fees-Tx Coll	Adjustment to budgeted excess fees for Tax Collectors		1,200,000
		Non-Departmental:		
0010.9090001.389999	Beg Fund Balance	Adjustment to reflect change in Beginning Fund Balance of $76,620,452		(1,273)
0010.9090001.361110	Interest Revenue	Adjustment for interest revenue received in FY 2026		518,000
0010.9089195.331500	Federal Disaster Relief	Adjustment for FEMA reimbursement received for Hurricane Milton in FY 2026		300,281
0010.9089195.334560	State Disaster Relief	Adjustment for FEMA reimbursement received for Hurricane Milton in FY 2026		47,353
0010.9090001.381100	Interfund Transfer	Adjustment for ARPA FY 2022 earned interest revenue		114,975
		Total Revenues	**$**	**2,251,677**
		Expenditures		
		Real Estate Services		
0010.0106300.810120	Salaries/Wages	Adjustment for Public Works staff moving to Real Estate Services division	$	256,186
0010.0106300.810210	SS/Medicare	Adjustment for Public Works staff moving to Real Estate Services division		19,938
0010.0106300.810220	Retirement	Adjustment for Public Works staff moving to Real Estate Services division		37,696
0010.0106300.810230	Health/Life	Adjustment for Public Works staff moving to Real Estate Services division		61,938
0010.0106300.810240	W/C	Adjustment for Public Works staff moving to Real Estate Services division		4,384
0010.0106300.830510	Office Supplies	Adjustment for Public Works staff moving to Real Estate Services division		23,910
		Facilities		
0010.0851110.860630	Impr Oth Than Bldgs	Adjustment for increase to SOE Leasehold Improvements		(300,000)
		Housing and Community Services		
0010.2031110.830465	IT Repair/Maint	Adjustment for actual software cost		48,868
0010.2031310.830510	Office Supplies	Adjustment for office supplies used by Elders Affairs		2,547
		Public Safety Support		
0010.2445220.830440	Rentals and Leases	Adjustment for the rental of UPS for ECOC		74,630
0010.2445220.830310	Professional Services	Adjustment for the ECOC Building UPS Electrical Engineering		50,297
0010.2445220.830310	Professional Services	Adjustment for the ECOC Building Generator Engineering		45,690
		Planning and Zoning		
0100.2640100.810120	Salaries/Wages	Adjustment for Stormwater staff moving to Planning and Zoning		194,922
0100.2640100.810210	SS/Medicare	Adjustment for Stormwater staff moving to Planning and Zoning		14,915
0100.2640100.810220	Retirement	Adjustment for Stormwater staff moving to Planning and Zoning		28,441
0100.2640100.810230	Health/Life	Adjustment for Stormwater staff moving to Planning and Zoning		48,174
0100.2640100.810240	W/C	Adjustment for Stormwater staff moving to Planning and Zoning		4,173
0010.2640100.830510	Office Supplies	Adjustment for Stormwater staff moving to Planning and Zoning		109,375
		Circuit Judges / Judicial		
0010.6062300.830460	Repair / Maintenance	Adjustment for Forrtigate Network Security invoice		44,361
0010.6062300.830512	Items $1k - $4,999	Adjustment for Forrtigate Network Security invoice		9,928
0010.6062300.860640	Machinery/Equipment	Adjustment for Forrtigate Network Security invoice		(54,289)
		Tax Collector		
0010.7072100.830440	Rentals and Leases	Increase in County Portion of leased space		82,691
0010.7072900.890933	TSF-Tax Collector	Adjustment to the Tax Collector's FY 2025-2026 budget request Amendment #1		816,080
0010.7072900.890933	TSF-Tax Collector	Adjustment to the Tax Collector's FY 2025-2026 budget request Amendment #2		225,138
		Sheriff's Office		
0010.7073900.890934	TSF - Sheriff Salary	Adjustment for County Sheriff Salary Contract		(2,303)
0010.7073900.890963	TSF - Marine Patrol	Adjustment for Marine Patrol Budget		(291)
0010.7073900.890952	TSF - School Resource Officers	Adjustment for Round Lake Charter School Resource Officers contract updates		(115,000)
0010.7073900.890935	TSF - Law Enf - Dep/Ast	Adjustment for Law Enforcement and Department Staff Salaries		117,303
0010.7073900.890955	TSF - Bailff	Adjustment for 2 additional deputies for new judges at the courthouse		196,000
		Supervisor of Elections		
0010.7074100.860625	Leasehold Improvements	Adjustment for SOE Leashold Improvements		300,000
		Non-Departmental		
0010.9093001.890910	Tsf-Other Funds	Transfer to Fund 1230 for expenses related to repairs to Wolf Branch Road		310,246
0010.9093001.890910	Tsf-Other Funds	Adjustment for PW staff moving to Fleet - Fund 5400		86,641
0010.9092001.880810	Aids-Govt Agencies	Funding for Lake County Water Authority Buildings project		210,293
0010.9099001.890996.00036	Resurfacing Special Reserves	Adjustment for PW and Stormwater staff moving to Real Estate Services, P&Z and Fleet		(890,693)
0010.9099001.890990	Economic Stabilization Reserves	Adjustment to reserves due to an increase in budgeted revenues		189,488
		Total Expenditures	**$**	**2,251,677**

Account Number	Account Description	County Transportation Trust Fund - 1120		
		Expenditures		
1120.5055100.810120	Salaries/Wages	Adjustment for Public Works staff moving to Real Estate Services division	$	(256,186)
1120.5055100.810210	SS/Medicare	Adjustment for Public Works staff moving to Real Estate Services division		(19,938)
1120.5055100.810220	Retirement	Adjustment for Public Works staff moving to Real Estate Services division		(37,696)
1120.5055100.810230	Health/Life	Adjustment for Public Works staff moving to Real Estate Services division		(61,938)
1120.5055100.810240	W/C	Adjustment for Public Works staff moving to Real Estate Services division		(4,384)
1120.5055200.830430	Utility Services	Adjustment for Public Works staff moving to Real Estate Services division		80,142
1120.5055200.830530	Road Material/Supplies	Adjustment for Public Works staff moving to Real Estate Services division		300,000
		Total Expenditures	**$**	**-**

SCHEDULE II
Detail - FY 2026 Mid-Year Adjustments by Fund
April 2026

Account Number	Account Description	County Library System Fund - 1900		
		Expenditures		
1900.3038320.860640	Machinery/Equipment	Adjustment for the book drop at Cagan Library	$	6,800
1900.3038300.830460	Repair/Maintenance	Reallocate funds from Claromentis & BTCAT to replace PCs		(27,000)
1900.3038300.830465	Repair/Maintenance	Reallocate funds for database overages		6,000
1900.3038300.830511	IT Supplies	PC Replacements		77,845
1900.3038300.830410	Communications	Correcting Rebudget		90,000
1900.3038320.830460	Repair/Maintenance	Reallocate to CAG furniture		(10,000)
1900.3038330.830510	Office Supplies	GRO furniture		8,855
1900.3038350.830310	Proessional Services	Adjustment for Paisley reading program		1,500
1900.3038350.830460	Repair/Maintenance	Reallocate to PAI furniture		(20,000)
1900.3038350.830510	Office Supplies	PAI meeting chairs		6,000
1900.3038300.880810	Aids-Govt Agencies	Adjustment for replacing PCs		(50,000)
1900.3038300.880810	Aids-Govt Agencies	Correcting Rebudget		(90,000)
1900.3038630.860661	Lib Not-Invntry	FY IMF award		(49,174)
1900.3038630.830511	IT Supplies	PC Replacements		49,174
		Total Expenditures	**$**	**-**

Account Number	Account Description	NorthEast/Wekiva Transportation Benefit District - 1149		
		Expenditures		
1149.5056699.860672.50055	Infrastructure DSN Round Lake Road	Reclass funds from DSN to ROW	$	(546,249)
1149.5056699.860673.50055	ROW Round Lake Road	Reclass funds to ROW from DSN		546,249
		Total Expenditures	**$**	**-**

Account Number	Account Description	South Transportation Benefit District Fund - 1157		
		Expenditures		
1157.5056670.860674	Infrastructure	Correct Villa City Road Project number MYA 1/2026	$	200,000
1157.5056670.860674.50070	Infrastructure	Correct Villa City Road Project number MYA 1/2026		(200,000)
1157.5056670.860674	Infrastructure	Correct Green Mountain Project (Lennar PO 20251195 Change Order)		400,000
1157.5056670.860674.50072	Infrastructure	Correct Green Mountain Project (Lennar PO 20251195 Change Order)		(400,000)
		Total Expenditures	**$**	**-**

Account Number	Account Description	Fish Conservation Fund - 1190		
		Revenues		
1190.9090119.361110	Interest Revenue	Add Interest Revenue earned	$	2,197
		Total Revenues	**$**	**2,197**
		Expenditures		
1190.2952150.860630.40004	IOTB - Ferndale Preserve	Adjustment to reflect Interest Revenue earned of $2,197	$	2,197
		Total Expenditures	**$**	**2,197**

Account Number	Account Description	MSTU Stormwater Section Fund - 1230		
		Revenues		
1230.5055600.381100	Interfund Transfer	Transfer from the General fund for expenses related to repairs to Wolf Branch Road	$	310,246
		Total Revenues	**$**	**310,246**
		Expenditures		
1230.5055600.860672	Infrast-Dsgn/Permit	Adjustment for repairs to Wolf Branch Road	$	310,246
		Total Expenditures	**$**	**310,246**

Account Number	Account Description	Emergency Medical Services Fund - 1350		
		Revenues		
1350.9090135.389999	Beg Fund Balance	Adjustment to reflect change in Beginning Fund Balance of $15,588,767	$	5,503,639
		Total Revenues	**$**	**5,503,639**
		Expenditures		
1350.2445150.830440	Rentals and Leases	Adjustment for the rental of the UPS for the ECOC	$	39,510
1350.3522300.860640	Machinery/Equipment	Adjustment for the purchase of LifePaks		2,000,000
1350.2445200.860620	Buildings	Adjustment for the renovations at the Eustis location		1,000,000
1350.9099135.890999	Reserve for Operations	Adjustment to reflect change in Beginning Fund Balance of $15,588,767		2,464,129
		Total Expenditures	**$**	**5,503,639**

Account Number	Account Description	Coronavirus State/Local Fiscal Recovery Fund - 1380		
		Expenditures		
1380.9090138.890910	TSF-Other Funds	Adjustment for FY 2022 earned interest revenue	$	114,975
1380.9089183.880830	Other Grants/Aids	Adjustment for FY 2022 earned interest revenue		(114,975)
1380.9089183.890936	TSF-Law Enf-Oth Exp	Adjustment of budget for the Sheriff's leasehold improvements project		200,160
1380.9089183.880830	Other Grants/Aids	Adjustment of budget for the Sheriff's leasehold improvements project		(200,160)
		Total Expenditures		**-**

Account Number	Account Description	Wellness Way Fund - 1390		
		Expenditures		
1390.5056100.830430	Utilities	Adjustment of budget for TSF of Property Appr	$	(1,311)
1390.5056100.890932	TSF-Property Appr	Adjustment of budget for TSF of Property Appr		1,311
		Total Expenditures		**-**

SCHEDULE II
Detail - FY 2026 Mid-Year Adjustments by Fund
April 2026

Account Number	Account Description	Building Services Fund - 1520		
		Expenditures		
1520.1048310.830340	Contractual Services	Increase to this account to cover microfilm project	$	100,000
1520.1048310.830510.70058	Office Supplies	Decrease from this account to increase microfilm project		(100,000)
		Total Expenditures	**$**	**-**

Account Number	Account Description	County Fire/Rescue Fund - 1680		
		Revenues		
1680.2136350.334215.21085	Loc Gov Fire Svc Grants	Adjustment for the 2025 Florida Legislature Funding for South Lake County Public Safety Complex	$	1,000,000
		Total Revenues	**$**	**1,000,000**
		Expenditures		
1680.2136350.860620.21085	Buildings	Adjustment for the 2025 Florida Legislature Funding for South Lake County Public Safety Complex	$	1,000,000
		Total Expenditures	**$**	**1,000,000**

Account Number	Account Description	Lake County Water Authority - 9800		
		Revenues		
9800.9898100.369907	Misc Revenue	Adjutment for funding from General Fund for buildings project	$	210,293
9800.9898100.389999	Fund Bal-Beg of Yr	Adjustment to reflect change in Beginning Fund Balance of $18,027,482		(43,617)
		Total Revenues	**$**	**166,676**
		Expenditures		
9800.9898400.860620	Buildings	Adjutment for funding from General Fund for buildings project	$	210,293
9800.9898710.830460	Repair/Maintenance - Water Resources	Adjustment to reflect change in Beginning Fund Balance of $18,027,482		(43,617)
		Total Expenditures	**$**	**166,676**

Account Number	Account Description	Community Development Block Grant Fund - 1200		
		Expenditures		
1200.2082100.830440	Rentals and Leases	Adjustment of budget based on actual spending	$	(19,455)
1200.2082100.860625	Leasehold Improvements	Adjustment of budget based on actual spending		19,455
		Total Expenditures	**$**	**-**

Account Number	Account Description	Transit Fund - 1210		
		Revenues		
1210.3327215.331493.20614	FED Transit FRMLA Grant	Adjustment to grant funding for temporary labor	$	(4,295)
1210.3327200.331493.20614	FED Transit FRMLA Grant	Adjustment to grant funding for temporary labor		4,295
1210.3327215.331493.20515	FED Transit FRMLA Grant	Adjustment to separate FY 2020 5307 Grant and FY 2020 5307 Sub Award Grant		(125,550)
1210.3327220.331490.206666	5310 Cap Ast-20.513	Adjustment due to an increase in grant award funding		75,193
		Total Revenues	**$**	**(50,357)**
		Expenditures		
1210.3327215.830465.20515	IT Repair/Maintenance	Adjustment to move funds for Streets Equipment	$	(36,259)
1210.3327220.860640.20515	Machinery/Equipment	Adjustment to move funds for Streets Equipment		36,259
1210.3327215.830340.20515	Contractual Services	Adjustment to separate FY 2020 5307 Grant and FY 2020 5307 Sub Award Grant		(125,550)
1210.3327220.860640.20666	Machinery/Equipment	Adjustment due to an increase in grant award funding		83,648
1210.9099121.890999	Rsv for Operations	Adjustment due to an increase in grant award funding		(8,455)
		Total Expenditures	**$**	**(50,357)**

Account Number	Account Description	Affordable Housing Assistance Trust - 1260		
		Expenditures		
1260.2082430.830440.26003	Rentals and Leases	Adjustment of budget based on actual spending	$	(18,965)
1260.2082430.860625.26003	Leasehold Improvements	Adjustment of budget based on actual spending		18,965
		Total Expenditures	**$**	**-**

Account Number	Account Description	Section 8 Fund - 1270		
		Expenditures		
1270.2082420.830440	Rentals and Leases	Adjustment of budget based on actual spending	$	(19,455)
1270.2082420.860625	Leasehold Improvements	Adjustment of budget based on actual spending		19,455
		Total Expenditures	**$**	**-**

Account Number	Account Description	Federal/State Grants Fund - 1300		
		Revenues		
1300.2921201.334620	Mosq Ctl-State Aid	Adjustment to funding for Mosquito State Aid	$	103,340
1300.5056150.331430.50052	Lap Grant	Correct balance of CR 452		2,421,929
1300.5056150.334440.50055	Tr Reg	Correct balance of Round Lake Road		173,200
1300.5056150.331430.50057	Lap Grant	Correct balance of LW Trail/Hojin		624,195
1300.5056150.331430.50070	Lap Grant	FY 2025 rebudget of grant funds for Villa City Road		3,305,187
1300.5056150.334470.50071	LOC TR Grant	Correct balance of Lake Wekiva Trail Seg 2		1,542,329
1300.5056150.331430.50082	Lap Grant	Recognize additional funding for Britt Road		159,322
1300.9090130.389999.13000	Fund Balance-Beg of Yr	Adjustment for Beginning Fund Balance		(5,004)
		Total Revenues	**$**	**8,324,498**
		Expenditures		
1300.5056150.860631.50052	Lap Grant	Correct balance of CR 452	$	2,421,929
1300.5056150.860673.50055	ROW	Correct balance of Round Lake Road		173,200
1300.5056150.860673.50057	ROW	Correct balance of LW Trail/Hojin		624,195
1300.5056150.860631.50070	Lap Grant	FY 2025 rebudget of grant funds for Villa City Road		3,305,187
1300.5056150.860631.50071	Lap Grant	Correct balance of Lake Wekiva Trail Seg 2		1,542,329
1300.5056150.860631.50082	Lap Grant	Recognize additional funding for Britt Road		159,322
1300.2082485.830340.99030	Contractual Svcs	Adjustment to close out grant		(5,004)
1300.2921201.830340	Contractual Svcs	Adjustment to funding for Mosquito State Aid		103,340
		Total Expenditures	**$**	**8,324,498**

SCHEDULE II
Detail - FY 2026 Mid-Year Adjustments by Fund
April 2026

Account Number	Account Description	Restricted Local Programs Fund - 1310		
		Revenues		
1310.9090131.389999.80009	Beg Fund Bal-Drug Court	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue	$	24,785
1310.9090131.389999.40000	Beg Fund Bal-Boating Improvements	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		(5,801)
1310.9090131.389999.00005	Beg Fund Balance-Police Education $2.00	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		464
1310.9090131.389999.00006	Beg Fund Balance-Police Education $2.50	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		1,522
1310.9090131.389999.00008	Beg Fund Balance-LCSO Crime Prevention	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		2,910
1310.9090131.389999.00012	Beg Fund Balance-FL Arts License Plates	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		700
1310.9090131.389999.00013	Beg Fund Balance-Teen Court	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		922
1310.9090131.389999.00023	Beg Fund Balance-A/S Donations	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		5,026
1310.9090131.389999.00034	Beg Fund Balance-A/S Surcharge $5.00	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		38
1310.9090131.389999.13008	Beg Fund Balance-Cyber Safety for Minors	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		173
1310.9090131.389999.20030	Beg Fund Balance-Alcohol & Other	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		2,676
1310.9090131.389999.20031	Beg Fund Balance-Traffic Education Trust	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		1,116
1310.9090131.389999.45007	Beg Fund Balance-Keep Lake Beautiful	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		44
1310.9090131.389999	Beg Fund Balance-Blackwater Creek Mitigation	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		6,431
1310.9090131.389999.50001	Beg Fund Balance-Adopt-A-Lake	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		99
		Total Revenues	**$**	**41,105**
		Expenditures		
1310.6064200.890996.80009	Special Reserves-Drug Court	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue	$	24,785
1310.2952500.860630	IOTB-Boating Improvements	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		(5,801)
1310.7073200.880810.00005	Aids-Govt Agencies-Police Education $2.00	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		464
1310.7073200.880810.00006	Aids-Govt Agencies-Police Education $2.50	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		1,522
1310.7073200.880810.00008	Aids-Govt Agencies-LCSO Crime Prevention	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		2,910
1310.1260335.880820.00012	Aids-Private Orgs-FL Arts License Plates	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		700
1310.3263220.830490	Oth Curr Chgs/Oblig-Teen Court	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		922
1310.1339120.830490	Oth Curr Chgs/Oblig-A/S Donations	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		5,026
1310.7073200.880810.00034	Aids-Govt Agencies-A/S Surcharge $5.00	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		38
1310.3263220.830490.13008	Oth Curr Chgs/Oblig-Cyber Safety	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		173
1310.2029300.880820.20030	Aids-Private Orgs-Alcohol & Other	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		2,676
1310.2029300.880810.20031	Aids-Govt Agencies-Traffic Education	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		1,116
1310.4568700.830520	Operating Supplies-Keep Lake Beautiful	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		44
1310.2952550.830310.40051	Professional Services-Blackwater Creek Mitigation	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		6,431
1310.2921210.830490	Oth Curr Chgs/Oblig-Adopt-A-Lake	Adjustment for Beginning Fund Balance and FY 2025 Interest Revenue		99
		Total Expenditures	**$**	**41,105**

Account Number	Account Description	Sales Tax Revenue Note Debt Service Fund - 2850		
		Revenues		
2850.9090285.381100	Interfund Transfer	Adjustment to transfer from Fund 1410	$	199,341
		Total Revenues	**$**	**199,341**
		Expenditures		
2850.9099285.890991	Rsv-Debt Service	Adjustment to transfer from Fund 1410	$	199,341
		Total Expenditures	**$**	**199,341**

Account Number	Account Description	Landfill Enterprise Fund - 4200		
		Revenues		
4200.9090420.389999.90020	Fund Bal-Beg of Yr	Adjustment to reflect the Beginning Fund Balance of $7,847,030	$	2,184,622
		Total Revenues	**$**	**2,184,622**
		Expenditures		
4200.9099420.890999	Rsv for Operations	Adjustment to reflect the Beginning Fund Balance of $7,847,030	$	2,184,622
		Total Expenditures	**$**	**2,184,622**

Account Number	Account Description	Solid Waste Closures and Long-Term Care Fund - 4220		
		Revenues		
4220.9090422.389999	Fund Balance - Beginning of Year	Adjustment to reflect the Beginning Fund Balance of $179,992	$	42,555
		Total Revenues	**$**	**42,555**
		Expenditures		
4220.9099422.890999	Reserve for Operations	Adjustment to reflect the Beginning Fund Balance of $179,992	$	42,555
		Total Expenditures	**$**	**42,555**

Account Number	Account Description	2nd Sales Tax Capital - 3050		
		Revenues		
3050.9090305.389999	Beg Fund Balance	Adjustment for Beginning Fund Balance	$	(371,432)
		Total Revenues	**$**	**(371,432)**
		Expenditures		
3050.2136400.860620.21089	Buildings	Adjustment for Fire Station 53 project	$	800,000
3050.2136400.860620.70033	Buildings	Adjustment for Fire Station 82 project		800,000
3050.2136400.860620	Buildings	Adjustment for Fire Stations 53 and 82 projects		(1,600,000)
3050.2136400.860620.21076	Buildings	Reduction to rebudget for invoice paid to FY 2025		(371,432)
		Total Expenditures	**$**	**(371,432)**

SCHEDULE II
Detail - FY 2026 Mid-Year Adjustments by Fund
April 2026

Account Number	Account Description	Fleet Management Fund - 5400		
		Revenues		
5400.9090540.389999	Fund Bal-Beg of Yr	Adjustment to reflect change in Beginning Fund Balance of $7,527	$	7,527
5400.0524300.381100	Interfund Transfer	Adjustment for PW staff moving to Fleet - Fund 5400		86,641
		Total Revenues	**$**	**94,168**
		Expenditures		
5400.0524300.830460	Repair/Maintenance	Adjustment to reflect change in Beginning Fund Balance of $7,527	$	7,527
5400.0524300.810120	Regular Salaries	Adjustment for PW staff moving to Fleet - Fund 5400		64,125
5400.0524300.810210	SS Match	Adjustment for PW staff moving to Fleet - Fund 5400		4,906
5400.0524300.810220	Retirement	Adjustment for PW staff moving to Fleet - Fund 5400		9,351
5400.0524300.810230	Life/Health	Adjustment for PW staff moving to Fleet - Fund 5400		6,882
5400.0524300.810240	W/C	Adjustment for PW staff moving to Fleet - Fund 5400		1,377
		Total Expenditures	**$**	**94,168**
		Total Revenues	**$**	**19,698,935**
		Total Expenditures	**$**	**19,698,935**

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:
TO: Jennifer Barker, County Manager
THRU:
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: COMMISSIONERS

MEETING DATE: 4/28/2026
ITEM TYPE: Action Item
ITEM ID: 41181

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date:
Attachments:

Paper:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/09/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Departmental Item
THRU: **ITEM ID:** 42900
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Wolf Branch Innovation District Logo

RECOMMENDATION/REQUIRED ACTION: Approve

Discussion and direction on the Wolf Branch Innovation District Logo. Recommend approval of a logo for use in the Wolf Branch Innovation District.

BACKGROUND SUMMARY: At the February 24, 2026, BCC meeting, a presentation was provided to the Board seeking approval of a logo for use in the Wolf Branch Innovation District. New suggestions were proposed at the meeting.

The Wolf Branch Innovation District, a strategic corridor for economic development in Lake County, is the product of long-term collaboration between the County and the City of Mount Dora. It will capitalize on the potential for entrepreneurship, technology, research, and innovation while protecting existing natural resources through effective master planning. Including approximately 850 acres located adjacent to the Wekiva Parkway, this strategic corridor will provide the opportunity for residents to work and play where they live with designated commercial and industrial areas designed to stimulate economic opportunity.

Lake County's Office of Communications partnered with Lake County's Office of Economic Development, the City of Mount Dora, and Wolf Branch Innovation District Stakeholders to develop the new logo to be used throughout Wolf Branch Innovation District to amplify a sense of place. The target audience includes business and industry focused on education, entrepreneurship, research and development, and high-tech innovation, as well as individuals and families who want to live in a creative village atmosphere.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Wolf Branch Innovation District Logo

STAFF APPROVALS AND DATES:
Marisol Saldana Created/Initiated - 04/09/2026

Misty Spahn	Approved - 04/09/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/17/2026
Marisol Saldana	Final Approval - 04/17/2026

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

WOLF BRANCH
INNOVATION DISTRICT

established 2019

FLORIDA'S HERITAGE • INNOVATION • PROGRESS

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/21/2026 **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Departmental Item
THRU: **ITEM ID:** 42926
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Thank You Letter - America 250

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval for Commissioner Smith to execute a letter thanking the City of Tavares for their assistance in decorating the downtown area for the America 250 celebration.

BACKGROUND SUMMARY:

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	TAVARES COUNCIL_THANK YOU LTR_4.28.26

STAFF APPROVALS AND DATES:

Marisol Saldana	Created/Initiated - 04/21/2026
Misty Spahn	Approved - 04/22/2026
Jennifer Barker	Approved - 04/22/2026
Melanie Marsh	Approved - 04/22/2026
Marisol Saldana	Final Approval - 04/22/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Commissioner Kirby Smith
Commissioner, District 3

April 28, 2026

The Honorable Lori Pfister and City Council
City of Tavares
P.O. Box 68
Tavares, FL 32778

RE: Celebration of America's 250th Birthday

Dear Mayor Pfister and City Council:

On behalf of the Lake County Board of County Commissioners, I would like to express our sincere appreciation to the City for its partnership in promoting America 250. We look forward to the celebrations throughout the year commemorating America's 250th birthday and, in support of those efforts, sought to create a patriotic display throughout the downtown area.

The City of Tavares has consistently demonstrated a willingness to partner with the County on projects and initiatives that enhance our community. When we reached out for assistance with these decorating efforts, your team responded with enthusiasm. John Drury, James Dillon, and Mark O'Keefe were eager to assist and took the lead in having the banners installed on the light posts throughout downtown the same day they were received.

We greatly appreciate the partnership and the efforts of the City of Tavares staff in helping make this display a success.

Sincerely,

Kirby Smith
District #3, Commissioner

P.S. The new Gateway sign on West Main Street is fantastic!

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 04/10/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Other
THRU:
ITEM ID: 42889
Melanie Marsh, County Attorney
BY: Nova Atkinson, Senior Paralegal
SUBJECT: Discussion and direction on an Ordinance creating Section 2-6, Lake County Code, declaring Lake County as a Bill of Rights Sanctuary County

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RECOMMENDATION/REQUIRED ACTION:
Discussion and direction on an Ordinance creating Section 2-6, Lake County Code, declaring Lake County as a Bill of Rights Sanctuary County.

There is no fiscal impact.

BACKGROUND SUMMARY: Discussion and direction on an Ordinance creating Section 2-6, Lake County Code, declaring Lake County as a Bill of Rights Sanctuary County.

Fiscal Impact: None.

Account No.:

Advertised Date: Paper:
Attachments:

1.	Proposed Ordinance
2.	Business Impact Estimate_Delaring Lake County as a Bill of Rights Sanctuary

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STAFF APPROVALS AND DATES:

Nova Atkinson	Created/Initiated - 04/10/2026
Melanie Marsh	Approved - 04/10/2026
Kandace Pourbaix	Approved - 04/11/2026
Miranda Lanoue	Approved - 04/14/2026
Jaime Stewart	Approved - 04/14/2026
Melanie Marsh	Approved - 04/16/2026
Jennifer Barker	Approved - 04/16/2026
Marisol Saldana	Final Approval - 04/16/2026

ACTION TAKEN BY BOARD:
Action: New Continued/Deferred Until:
Other:

Summary of Ordinance

This Ordinance creates Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County.

Changes are shown as follows: ~~Strikethrough~~ for deletions and Underline for additions to existing Code sections. The notation "* * *" shall mean that all preceding or subsequent text remains unchanged (excluding any renumbering or relettering that might be needed).

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; CREATING SECTION 2-6, LAKE COUNTY CODE, TO BE ENTITLED *BILL OF RIGHTS SANCTUARY COUNTY*; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, understanding the Bill of Rights is essential because it defines the core freedoms that belong to every American - protecting our speech, our property, our privacy, and our ability to live without undue government intrusion; and

WHEREAS these rights are not abstract; they are practical safeguards that shape everyday life and preserve individual liberty; and

WHEREAS, An informed citizenry is the strongest defense of these freedoms, ensuring they are not eroded over time but upheld, exercised, and passed on to future generations; and

WHEREAS, from time to time, mandates are promulgated by the federal government in the form of executive orders which have the effect of circumventing the legislative process or administrative rules promulgated which exceed the parameters of the laws which enabled them; and

WHEREAS, Article 1, Section 1 of the Florida State Constitution recognizes that, "[a]ll political power is inherent in the people…"; and

WHEREAS, the Tenth Amendment to the Constitution of the United States of America states, "The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States Respectively, or to the people."; and

WHEREAS, the State of Florida is divided into 67 counties with 411 municipalities, and Article VIII, Section 1(f) of the Florida Constitution vests counties with, "such power of self-government as is provided by general or special law."; and

WHEREAS, Chapter 125.01, Florida Statutes, specifically authorizes counties to "[a]dopt ordinances and resolutions necessary for the exercise of its powers…[and p]erform any other acts not inconsistent with law, which acts are in the common interest of the people of the county, and exercise all powers and privileges not specifically prohibited by law…"; and

WHEREAS, Chapter 125.01, Florida Statutes, further provides that, "[t]he provisions of this section shall be liberally construed in order to effectively carry out the purpose of this section and to secure for the counties the broad exercise of home rule powers authorized by the State Constitution."; and

WHEREAS, through the enactment of this Ordinance, the Board of County Commissioners hereby establishes Lake County as a Bill of Rights Sanctuary County.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. **Creation.** Section 2-6, Lake County Code, to be entitled *Bill of Rights Sanctuary County*, is hereby created to read as follows:

Sec. 2-6. – Bill of Rights Sanctuary County.

(a) *Declaration.* The Board of County Commissioners hereby declares Lake County, Florida, a Bill of Rights "Sanctuary County".

(b) *Findings.* In order to secure the rights of the citizens of Lake County as enumerated, in part, by the United States Constitution including the first ten (10) Amendments thereto, which are commonly referred to as the *Bill of Rights*, and reads as follows:

Amendment I
Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.

Amendment II
A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

Amendment III
No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner; nor in time of war, but in a manner to be prescribed by law.

Amendment IV
The right of the people to secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and persons or things to be seized.

Amendment V
No person shall be held to answer for a capital, or infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in a militia, when in actual service in time of War or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself; nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation.

Amendment VI
In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed; which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor; and to have the assistance of counsel for his defense.

Amendment VII
In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of common law.

Amendment VIII
Excessive bail shall not be required, nor excessive fines imposed, no cruel and unusual punishments inflicted.

Amendment IX
The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

Amendment X
The powers not delegated to the United States by the Constitution, nor prohibited by it to the states, are reserved to the states respectively, or to the people.

(c) *Judicial Relief.* Lake County has the right to seek judicial relief from an Unlawful Act of federal government officials in response to unconstitutional federal government measures, and to proclaim a Bill of Rights Sanctuary for law-abiding citizens in its jurisdictional boundaries. The Lake County Board of County

Commissioners may, upon their own motion, file a lawsuit in the appropriate court to challenge federal actions and seek a declaration that such actions are an Unlawful Act. Residents of Lake County may additionally petition the Board of County Commissioners to file a lawsuit seeking a judicial declaration. To present a petition to the Board of County Commissioners for consideration, the petition must include:

1. A copy of the federal act, law, order, rule, or regulation subject to challenge.
2. A detailed narrative as to the basis for the challenge and how the federal act, law, order, rule, or regulation violates or unreasonably restricts or impinges upon an individual's constitutional rights. Narratives that include generalized statements of constitutional violations are insufficient to support a petition.
3. Notarized, under oath, signature pages signed by at least fifty (50) residents of Lake County. Residents must be homeowners with a verifiable address and must have homestead exemption as granted by the Property Appraiser's Office.

Upon receipt of a petition satisfying the conditions set forth herein, the Board of County Commissioners shall consider at a duly advertised public hearing whether to file a lawsuit to challenge a specified federal act, law, order, rule, or regulation.

(d) *Definition.* An "Unlawful Act" shall consist of any federal act, law, order, rule, or regulation, which violates or unreasonably restricts or impinges upon an individual's constitutional rights including, but not limited to, those enumerated in Amendments 1 through 10 of the United States Constitution. To qualify as an "Unlawful Act" the federal act, law, order, rule, or regulation must first be declared as unconstitutional by a court of competent jurisdiction.

(e) *No Third Party Beneficiaries.* Nothing herein in intended to create a cause of action or private right on behalf of any person as against the Board of County Commissioners. Further, nothing herein shall require the Board of County Commissioners to pursue litigation or to otherwise challenge a federal act, law, order, rule, or regulation.

Section 3. **Severability.** If any section, sentence, clause, or phrase or word of this Ordinance is for any reason held or declared to be invalid, unconstitutional, inoperative or void by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this Ordinance; and it shall be construed to have been the Commissioners' intent to pass this Ordinance without such unconstitutional, invalid or inoperative part therein; and the remainder of this Ordinance, after the exclusion of such part or parts shall be deemed and held to be valid, as if such parts had not been included herein; or if this Ordinance or any provisions thereof shall be held inapplicable to any person, groups of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. **Inclusion in the Code.** It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lake County Code and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. **Filing with the Department of State.** The Clerk shall be and is hereby directed forthwith to send an electronic copy of this Ordinance to the Secretary of State for the State of Florida in accordance with Section 125.66, Florida Statutes.

Section 6. **Effective Date.** This Ordinance shall become effective as provided for by law.

Enacted this _____ day of _____, 2026.

Filed with the Secretary of State _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

_____
Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione, Chairman

This _____ day of _____, 2026.

Approved as to form and legality:

_____
Melanie Marsh, County Attorney

Business Impact Estimate

Staff Contact:	Contact Number:
Meg Brew	352-742-3921

1. Include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the County:

This ordinance creates Section 2-6, Lake County Code, establishing Lake County as a Bill of Rights Sanctuary County. This ordinance is in the best interest of the public health, safety, morals, and welfare of the County as the Bill of Rights defines core freedoms that belong to every American.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible; or

c. An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

There is no anticipated impact on private for profit businesses in Lake County.

3. A good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There is no anticipated impact on private for profit businesses in Lake County.

4. Any additional information:

This Business Impact Estimate for the proposed ordinance is included in the agenda packet for the Board of County Commissioners Meeting at https://lakecountyfl.gov/board-of-county-commissioners/board-meetings and under the Lake County Ordinances webpage at https://lakecountyfl.gov/county-attorney/ordinances.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: **MEETING DATE:** 4/28/2026
TO: Jennifer Barker, County Manager **ITEM TYPE:** Consent Item
THRU: **ITEM ID:** 41209
BY: Marisol Saldana, Agenda Coordinator
SUBJECT: Office of Housing and Community Services

RECOMMENDATION/REQUIRED ACTION:

BACKGROUND SUMMARY:

Fiscal Impact:

Account No.:

Advertised Date: Paper:
Attachments:

STAFF APPROVALS AND DATES:

Marisol Saldana	Created -
Misty Spahn	-
Ron Falanga	-
Kandace Pourbaix	-
Miranda Lanoue	-
Melanie Marsh	-
Jennifer Barker	-
Marisol Saldana	-

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:
Other:

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/26/2026
MEETING DATE: 4/28/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Departmental Item
THRU:
ITEM ID: 42840
Maria AbdoulKarim, Office of Housing & Community Services Director
BY: Isaura Suarez, Community Development Coordinator
SUBJECT: Discussion and direction on whether to provide a local government contribution in the amount of $460,000 to an affordable housing development project recommended by the Affordable Housing Advisory Committee for the development of affordable housing units in Lake County.

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend Approval:
1. Of a local government contribution in the amount of $460,000 for the proposed development of affordable housing units to be constructed in Lake County, contingent upon the developer receiving funding through the Low-Income Housing Tax Credit (LIHTC) Program offered through the Florida Housing Finance Corporation; and
2. Of funding through the County's existing allocation of HUD HOME funds, if the project meets the necessary HOME program eligibility criteria; and
3. To authorize the Chairman to execute the Local Government Verification of Contribution Loan Form, the Local Government Area of Opportunity Funding Form, and a commitment letter substantially similar to the one attached herein which is to be submitted with the LIHTC Program application.

The fiscal impact is $460,000 (expenditure - 100 percent grant funded). Commission District 5.

BACKGROUND SUMMARY: On April 9, 2026, the Affordable Housing Advisory Committee (AHAC) reviewed a presentation from a developer, Atlantic Housing Partners, L.L.L.P. (Atlantic Housing), requesting a commitment letter in the amount of $460,000 to support the development of WaterVue at Lake Geneva (WaterVue), a multifamily affordable housing development consisting of 92 units in Lake County (County). This local government contribution is a required component of applications submitted to the Florida Housing Finance Corporation's Low Income Housing Tax Credit (LIHTC) Program. AHAC was scheduled to consider this project for recommendation to the Board of County Commissioners; however, no quorum was achieved during this meeting, so AHAC was unable to take official action on the request.

Atlantic Housing is seeking a conditional funding commitment from the County, which would only be utilized if their project is approved for funding through the LIHTC

Program. Should this project be awarded financing through the LIHTC Program, the County would then enter into a formal agreement with Atlantic Housing. This agreement would outline the terms and conditions for the use of funds, as well as provisions for recapture if contractual obligations are not met. The proposed units will be reserved for affordable housing purposes.

Although there are no General Fund dollars currently allocated for this purpose, the County's existing allocation of HUD HOME funds may be available if the project meets the necessary HOME program eligibility criteria.

No additional solicitations were received for this local government contribution during this year's application period.

Fiscal Impact: $460,000 (expenditure - 100 percent grant funded)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
HOME Fund	1260	2082370	880820		$460,000.00

Advertised Date: March 8, 2026 Paper: Daily Commercial

Attachments:

1.	Florida Housing LGVC Form
2.	Florida Housing LGAO Funding Form
3.	Letter of Commitment - Atlantic Housing
4.	Application - Atlantic Housing

STAFF APPROVALS AND DATES:

Isaura Suarez	Created/Initiated - 03/26/2026
Maria AbdoulKarim	Approved - 04/07/2026
Mariellie Alvarez	Approved - 04/07/2026
Miranda Lanoue	Approved - 04/07/2026
Karen Maxwell	Approved - 04/08/2026
Cari Christian	Approved - 04/09/2026
Mariellie Alvarez	Approved - 04/16/2026
Alexis Clark	Approved - 04/16/2026
Ron Falanga	Approved - 04/16/2026
Kandace Pourbaix	Approved - 04/16/2026
Miranda Lanoue	Approved - 04/17/2026
Jaime Stewart	Approved - 04/17/2026
Melanie Marsh	Approved - 04/22/2026
Jennifer Barker	Approved - 04/22/2026
Marisol Saldana	Final Approval - 04/22/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Florida Housing Finance Corporation Local Government Verification Of Contribution Form

Name of Development: WaterVue at Lake Geneva

Development Location: 2307 Spring Lake Road, Fruitland Park, Florida 34731

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

Information regarding the Contribution*

Type of the ONE contribution to be used as a source*	Face amount of ONE contribution*	Net present value amount, if applicable	Contribution amount (face amount minus net present value)
Fee Deferral			
Fee Waiver		Not applicable	Not applicable
Grant		Not applicable	Not applicable
Loan to be repaid			
Loan with forgiveness	$ 460,000.00	Not applicable	Not applicable

*Each form can be used for one type of funding contribution. Use multiple forms if contributing multiple types of funding sources to the same Development (e.g. a combination of loans and grants).

This contribution will not be considered Local Government Area of Opportunity funding. In certain RFAs, this contribution may make the Development eligible for points or other preferences in the selection process. There is no limit on the number of such contributions the Local Government stated above may make to Developments competing in the same RFA. Additionally, loans and grants will be eligible to be considered as a source of funding for the Development.

Certification

This amount is valid for 12 months from the date signed and may be used in any RFA in which the Applicant applies during that time unless a specific RFA is designated here: 2026-201. (Designate an RFA number here if the contribution is only valid in a specific RFA and not intended to be submitted in any other RFA.)

The city/county of Lake commits the contribution stated above for the Applicant for its use solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

	Leslie Campione
Signature	Print or Type Name
Chairman, Board of County Commissioners	
Print or Type Title	Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

Florida Housing Finance Corporation Local Government Area Of Opportunity Funding Form

Name of Development: WaterVue at Lake Geneva

Development Location: 2307 Spring Lake Road, Fruitland Park, Florida 34731
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The city/county of Lake commits $ 0.00 as a cash grant and/or commits $ 460,000.00 as a cash loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Acknowledgements

The contribution is intended to be a Local Government Area of Opportunity Contribution for use in RFA 2026-201, making this Development potentially eligible for the Local Government Area of Opportunity Goal.

The city/county stated above acknowledges that the RFA allows each city and county to contribute funding in the form of a cash loan and/or cash grant to a maximum of one Development. The city/county stated above has contributed Local Government Area of Opportunity funding only for the above-named Development and has not contributed Local Government Area of Opportunity to any other Development competing in this same RFA.

I have read and understand the Local Government Area of Opportunity qualifications of the above referenced RFA, which includes understanding that the city/county stated above may receive lower preference for the Local Government Area of Opportunity Goal in a future corresponding RFA for up to two years.

No consideration or promise of consideration has been given with respect to the loan or grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan or grant must be effective as of the Application Deadline for the applicable RFA and is provided specifically with respect to the proposed Development.

Certification

The contribution stated above is for the Applicant's use and is solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

_____	Leslie Campione
Signature	Print or Type Name
Chairman, Board of County Commissioners	_____
Print or Type Title	Date Signed - This form is valid for nine months from this date.

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons, as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

Board of County Commissioners
P.O. Box 7800 • 315 W. Main St., Suite 316 • Tavares, FL 32778

April 28, 2026

Mr. W. Scott Culp
Atlantic Housing Partners, L.L.L.P.
200 East Canton Avenue, Suite 102
Winter Park, Florida 32789

RE: Lake County FY22-23 HOME Funding Commitment Letter for the WaterVue at Lake Geneva Proposed Tax Credit Project - a multifamily affordable housing development consisting of 92 units, located on the north side of Spring Lake Road, west of U.S. Highway 27, in Fruitland Park, Florida. (2307 Spring Lake Road, Fruitland Park, Florida 34731)

Dear Mr. Culp:

The purpose of this letter is to provide additional conditions related to Lake County's (County) recent commitment of $460,000 of HOME funds to your project as part of Atlantic Housing Partners, L.L.L.P.'s (Atlantic Housing) tax credit application to the Florida Housing Finance Corporation (FHFC). The funding conditions listed below are in addition to the funding commitment form that the County executed for inclusion in your tax credit application.

The County will formally commit federal FY22-23 HOME funds in the amount of $460,000 for the 92-unit multifamily affordable housing development proposed by Atlantic Housing for Fruitland Park, Florida. These funds will be committed to the project in the form of a 0% interest, 35-year forgivable loan (if all program requirements are satisfied) to the project's ownership entity.

The County's FY22-23 HOME loan funding commitment for this project is contingent on the following items:

1. Project approval by FHFC. Atlantic Housing will submit an application to the County for HOME Program funding. If approved, the County would enter into a HOME Program funding agreement with Atlantic Housing and WaterVue at Lake Geneva Partners, Ltd. to establish the requirements for use of the funds, and parameters for recapture, if the contract requirements are not satisfied.

2. Atlantic Housing providing the County with written evidence that the project is in receipt of a low-income housing tax credit allocation from the FHFC as outlined in the 2026 housing tax credit application submitted by Atlantic Housing.

3. Atlantic Housing providing the County with written evidence of financial commitments for all other project financing.

4. All project sources must equal all project uses and evidenced with a development proforma submitted to the FHFC as part of the project's tax credit application.

5. Proposed project rents for five (5) units are within the federally published HUD HOME rent limits for the proposed 1-, 2-, and 3-bedroom HOME assisted units.

6. The County's completion of the HUD HOME required Subsidy Layering Analysis for the project. This cannot begin until a tax credit award for the project is secured.

7. The County's completion of the HUD required Environmental Review Record (ERR) under 24 CFR Part 58 for this project and receipt of release of funds for this project from HUD. Preparation of the ERR will not begin until the project secures a tax credit award for the project.

8. Compliance with all federal HOME program requirements for rental housing.

9. Establish a waitlist preference that allows for any available units for the project be offered first to residents of Lake County, who have resided in Lake County for 18-months, and who meet the eligibility criteria of individuals, and families for affordable housing so long as this provision does not violate any local, state, or federal rules.

10. The completion an approved application and a fully executed formal HOME program loan agreement between the County and Atlantic Housing for the FY22-23 HOME funds being committed to this project within the County. This agreement will detail and include all relevant HOME regulatory provisions as required by HUD and be drafted by the County. This cannot be drafted and/or executed until all of the other items shown above are completed.

We look forward to working with Atlantic Housing on this affordable housing project. If you are in agreement with the terms and conditions as outlined in this letter related to the County's funding for your project, please sign in the space provided below and return to my attention.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

_____
Leslie Campione, Chairman
Lake County Board of County Commissioners

Agreed and Accepted this ____ day of _____, 2026.

Atlantic Housing Partners, L.L.L.P.
a Florida Limited Partnership

By: Atlantic Housing Partners Managers, L.L.C.
a Florida Limited Liability Company,
its General Partner

By: _____
W. Scott Culp, Manager

APPLICATION FOR LETTER OF SUPPORT AND LOCAL CONTRIBUTION FOR AFFORDABLE HOUSING

PROJECT: WaterVue at Lake Geneva

DEVELOPER (APPLICANT)

Atlantic Housing Partners

SUBMITTED TO

Lake County, Florida

APPLICATION
FOR LETTER OF SUPPORT
AND LOCAL CONTRIBUTION FOR AFFORDABLE HOUSING

Application No.: _____

Date Received: _____

Please return to:
Office of Housing & Community Services, Attn: Isaura Suarez
2008 Classique Lane, Tavares, FL 32778
Phone: (352) 742-6540 – Fax: (352) 742-6542

☒ **Letter of Support** (Awarded to one project seeking Low-Income Housing Tax Credits) - Lake County proposes to provide a local government contribution in the amount of $460,000 to support the development of affordable housing units to be located in Lake County, Florida. This contribution is contingent upon the developer receiving funding through the Low-Income Housing Tax Credit (LIHTC) Program administered by the Florida Housing Finance Corporation. The County intends to utilize its existing allocation of HUD HOME Investment Partnerships Program (HOME) funds for this purpose, provided the proposed project meets all applicable HOME Program eligibility requirements. A Local Government Verification of Contribution Loan Form will be provided to the developer for submission as part of the LIHTC Program application.

APPLICANT (Contact Person):

NAME: W. Scott Culp

FIRM: Atlantic Housing Partners, L.L.L.P.

ADDRESS: 200 E. Canton Avenue, Suite 102

Winter Park, FL 32789

EMAIL: S.Culp@AtlanticHousing.com

PHONE: 407-741-8522 FAX: N/A

OWNER, IF DIFFERENT THAN APPLICANT (Contact Person):

NAME: Jay P. Brock

FIRM: WaterVue at Lake Geneva Partners, Ltd.

ADDRESS: 335 N. Knowles Avenue, Suite 101

Winter Park, FL 32789

EMAIL: JBrock@SASHousing.org

PHONE: 407-741-8682 FAX: N/A

Please fill out completely. The application will not be accepted without a complete application package.

Once the Application is reviewed and approved by staff, staff will provide the date that the applicant must present their project to the Affordable Housing Advisory Committee meeting.

SUBMITTAL CHECKLIST:

- [X] Estimated final cost of residence(s) or development once complete.
- [X] The maximum household income level, by household size, for the proposed residence or development. (The household income limits must be either "very low" or "low" as defined in Chapter 420, Florida Statutes per program (SHIP or HOME) guidelines.
- [X] Description reflecting portion of development that meets the minimum income criterion *(if applicable*).
- [X] Title Search/Title Opinion *(showing current owner and any encumbrance)*
- [X] Legal description to be used on any legal documents *(attach separate pages if necessary)*
- [X] Copy of Warranty Deed
- [X] Status of Site Plan Approval for Multifamily Development *(if applicable)*
- [X] Site Plan with Acreage, Proposed Number of Dwelling Units, and Amenities *(if applicable)*
- [X] Proximity of project to utility services
- [X] Proximity to public transportation
- [X] Identify whether project is being constructed for its own employees
- [X] Identify if the project being constructed for a specific target group *(workforce, seniors, transitional, or bridge housing)*
- [X] SHIP or HOME Program Guidelines
  - *Contribution – Loan Form*
  - *Status of Site Plan Approval for Multifamily Development*
  - *Site Plan with Acreage, Proposed Number of Dwelling Units, and Amenities*
  - *The proposed square footage and number of bedrooms in each dwelling unit of the development.*
  - *Development is Consistent with Zoning and Land Use Regulations*
  - *Availability of Infrastructure Roads*
  - *Colored Elevation of proposed dwelling unit demonstrating adherence to the design standards in Land Development Regulations Section 22-8.(c).*
  - *Proof of Ownership/Site Control*
  - *Proposed rents, by bedroom size, for the proposed development. The proposed rents cannot exceed the currently published Program rents, by bedroom size, as established by HUD for Lake County.*
  - *Written commitment that the rent and income restrictions on the proposed development will remain in effect throughout the waiver agreement period.*

PROJECT INFORMATION*

Project Name:	WaterVue at Lake Geneva
Alternate Key Number / Parcel ID No(s):	1284368 / 33-18-24-0003-000-03000
Site Address:	2307 Spring Lake Road, Fruitland Park, FL 34731
General Location (include whether in City or County):	City of Fruitland Park, located West of US 27 and Spring Lake Road.
Zoning Designation:	PUD
Land Use:	MFHD and SFMD
Intended Use:	Multifamily
Number of Dwelling Units:	92 Total Units
Amenities:	See list of amenities/features identified in Attachment 8
Total Acreage:	14.1 +/- Acres
Estimated Cost of Construction:	$33,279,783

I hereby certify to the best of my knowledge and belief that all information submitted with this application is true and accurate.

WaterVue at Lake Geneva Partners, Ltd.
A Florida limited partnership
By: Southern Affordable Services, Inc.
A not-for-profit corporation, its general partner

SIGNATURE: _____

PRINT NAME: Jay P. Brock

ITS: Executive Vice President of the General Partner of the Applicant

DATE: 3/20/2026

* Add additional pages, if necessary.

DETAILED PROJECT DESCRIPTION*

WaterVue at Lake Geneva is a 92 Unit affordable housing community, located in Fruitland Park (Lake County), Florida. Nestled off Spring Lake Road, the community boasts a diversity of unit types and densities, including lakefront multifamily units overlooking Lake Geneva, and a neighborhood of one and two-bedroom garden villas connected by an outdoor courtyard and communal greenspace. All units have access to shared amenities, including a clubhouse and fitness center, a lakeview patio and sports/game court, a lakeside deck and seating area, and garden courtyard pavilion.

This application is requesting a letter of support and local contribution for affordable housing.

With Lake County's support and contribution, this project intends to apply for 9% competitive housing credits from the Florida Housing Finance Corporation (FHFC) under Request for Proposal 2026-201.

Regarding affordability, we are committed to offering 100% of the units at WaterVue at Lake Geneva as affordable under Florida Statutes s.s. 420.004(3), and all units will be set-aside for incomes at a mix of 30%, 60%, and 80% AMI, fulfilling the housing needs of a wide variety of income levels for individuals and families. As part of the FHFC requirement of the 9% competitive housing credits, WaterVue at Lake Geneva will also commit to an affordability period of 50 years, and therefore will be able to commit to the rent and income restrictions throughout the waiver agreement period.

Atlantic Housing Partners has fully funded the completion and permitting of engineering and construction documents, and we anticipate being permit-ready by Q2 of 2026. In addition, Atlantic Housing Partners and its Principals are committed to funding the project without traditional third-party financing.

* Add additional pages, if necessary.

DETAILED PROJECT DESCRIPTION

Community Site Plan

Development Highlights

Lakeside deck & seating area

Clubhouse / Fitness / Recreation

Lakeview Apartments

Courtyard Garden & Pavillion

Garden Villas

DETAILED PROJECT DESCRIPTION

Concept Design – Lakeview Apartments

Concept Design – Garden Villas

PROJECT BUDGET*:

Category	Line Item	SHIP Funds	Other Funding Sources	Total
Salaries & Benefits (service delivery or labor cost only)	REFER TO ATTACHMENT 1 FOR DETAILS			
Materials & Equipment				
Consultants & Professional Services				
Other Revenue				
Totals		$460,000	$32,819,783	$33,279,783

* Add additional pages, if necessary.

WATERVUE AT LAKE GENEVA

OWNER

WaterVue at Lake Geneva Partners, Ltd.
General Partner: Southern Affordable Services, Inc,
a not-for-profit corporation

DEVELOPMENT TEAM

DEVELOPER

Atlantic Housing Partners, L.L.L.P. ("Atlantic Housing") based in Winter Park, Florida.

Atlantic's principals (collectively Mike Sciarrino, Scott Culp and Paul Missigman) have developed over 100 affordable apartment communities in 8 states including Rolling Acres - Phases I and II, Southwinds Cove Townhomes, Spring Lake Cove - Phases I and II all allocated in Lake County.

GENERAL CONTRACTOR

Canton Construction, L.L.C. based in Winter Park, Florida (an affiliate of the principals of Atlantic Housing) has constructed over 100 apartment communities.

PROPERTY MANAGEMENT AGENT

Concord Management, Ltd. based in Maitland, Florida (an affiliate of the principals of Atlantic Housing) currently manages in excess of 15,000 apartment homes.

Southern Affordable Services, Inc.

CORPORATE RESUME

Southern Affordable Services, Inc. ("SAS") was organized under the laws of Florida as a not-for-profit organization on May 1, 2009. As stated in its Articles of Incorporation as filed with the State of Florida, its primary purpose is to relieve the poor and distressed by developing, owning and operating housing for rental to eligible persons with low and moderate annual incomes at affordable rates.

SAS applied for determination of exempt status with the Internal Revenue Service ("IRS") on or about June 3, 2009. SAS received a favorable determination from the IRS on November 20, 2009. SAS, through its wholly owned subsidiary, is currently the general partner of the owner of 45 apartment communities consisting of over 5,500 total units.

Board of Directors

Director: Scott D. Clark (President)

***Clark & Albaugh, LLP**, 700 W. Morse Blvd., Ste. 101, Winter Park, FL 32789*

Scott Clark is a partner with the law firm of Clark & Albaugh, LLP located in Winter Park, Florida and has practiced law in the Orlando area for nearly 30 years. Mr. Clark graduated in the top 5% of his class at the University of Florida, College of Law in 1979. Since that time, he has focused his practice on real estate transactions and the related disciplines of land use law, banking and real property litigation. Mr. Clark also has practiced extensively in the representation of special governmental districts known as community development districts that are formed to finance real estate development projects using special assessment revenue bonds and other financing arrangements.

Director: Thomas C. Shaw (Vice President)

***Forster, Boughman & Leftkowitz**, 2200 Lucian Way, Ste. 405, Maitland, FL 32751*

Mr. Shaw is a partner in the law firm of Forster, Boughman & Leftkowitz. Mr. Shaw practices law in the areas of estate planning, corporation and business law, and probate and trust matters. He is board certified in Wills, Trusts and Estates Law. Mr. Shaw graduated with honors from the University of Florida, College of Law. Prior to that, Mr. Shaw received a Bachelor of Arts degree in history cum laude from Oral Roberts University.

Director: Dr. David J. Ross (Secretary/ Treasurer)

***Alafaya Family Dentistry**, 570 Lake Mills Road, Chuluota, FL 32766*

Dr. Ross graduated from the University of Louisville, School of Dentistry in 1985. After dental school, he completed a general practice residency at the University of Kentucky where he concentrated on more complicated dental reconstructions, oral surgery and anesthesiology.

Dr. Ross has taken numerous hours of postgraduate education in occlusion, implants and cosmetic dentistry at the Pankey Institute, the Center for Advanced Dental Study in St. Petersburg, Florida, as well as numerous courses at the Seattle Institute for Advanced Dental Education. He has also recently completed the 2-year long Master's Series Implant class in Miami, Florida. Additionally, he received his Mastership from the American Dental Implant Association.

Dr. Ross is a fellow in the International Congress of Oral Implantology (ICOI) and a member of the American College of Oral Implantology. He is also a member of the American Dental Association, the Florida Dental Association, the Central District Dental Association and the Greater Orlando Dental Society.

Key Staff of SAS

Executive Vice President: Jay Brock

Mr. Brock directs all aspects of the application process for various governmental financing programs and in seeking opportunities in furthering SAS's charitable purpose of providing safe, affordable housing for households of limited means and is responsible for all day to day SAS activities.

Prior to joining SAS, Mr. Brock spent over 20 years in a similar capacity with the CED Companies and Atlantic Housing Partners, L.L.L.P. ("AHP"). Mr. Brock's primary responsibility was submitting financing applications for various state and local governmental agencies on behalf of the various general partner entities of the owners of communities seeking affordable housing financing including Section 42 tax credits, tax-exempt bond and state apartment incentive loan funds resulting in awards of funding in excess of $150M of Section 42 housing tax credits, $600M in Section 42 tax-exempt financing, $110M in SAIL funds and $3.5M in HOME funds. Mr. Brock also served as an officer on behalf of over 150 general partners of the limited partnership entities which own affordable housing communities for both the CED Companies and AHP.

Prior to working for the CED Companies and AHP, Mr. Brock was employed as a C.P.A. with KPMG and as an associate attorney with Broad and Cassel in the Affordable Housing and Corporate Department.

Mr. Brock is a graduate of the University of Arizona with a double major in Accounting and Finance and received his Juris Doctor degree from the University of Arizona, College of Law. Mr. Brock received his C.P.A. certificate (Missouri) and is a member of the Florida Bar.

SAS Affordable Housing Developments Recently Completed

Clyde Morris Landings– Phase II (Completed November 2023)

Clyde Morris Landings Apartment Homes – Phase II is a 227-unit new construction community located Daytona Beach, Volusia County, FL that intends to provide housing targeting a family demographic. Construction on the development was completed in late-2023. SAS, through its wholly owned subsidiary, is the general partner of the owner of Heritage Commons. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Clyde Morris Landings Apartment Homes – Phase II include Tax-Exempt Bonds issued by Housing Finance Authority of Volusia County with an allocation of 4% Housing Credits from FHFC.

Clyde Morris Senior Living – Phase II (Completed December 2023)

Clyde Morris Senior Living – Phase II is a 115-unit new construction community located Daytona Beach, Volusia County, FL that intends to provide housing targeting a senior demographic. Construction on the development was completed in late-2023. SAS, through its wholly owned subsidiary, is the general partner of the owner of Heritage Commons. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Clyde Morris Senior Living – Phase II include Tax-Exempt Bonds issued by Housing Finance Authority of Volusia County with an allocation of 4% Housing Credits from FHFC.

Town West Senior Living (Completed October 2023)

Town West Senior Living is a 115-unit new construction community located Port Orange, Volusia County, FL that intends to provide housing targeting a senior demographic. Construction on the development was completed in late-2023. SAS, through its wholly owned subsidiary, is the general partner of the owner of Heritage Commons. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Town West Senior Living include Tax-Exempt Bonds issued by Housing Finance Authority of Volusia County with an allocation of 4% Housing Credits from FHFC.

Heritage Commons (Completed March 2023)

Heritage Commons Apartment Homes is a 68-unit new construction community located in Kissimmee, Osceola County, FL that intends to provide housing targeting a family demographic. Construction on the development was completed in early-2023. SAS, through its wholly owned subsidiary, is the general partner of the owner of Heritage Commons. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Heritage Commons Apartment Homes include Tax-Exempt Bonds issued by Housing Finance Authority of Osceola County with an allocation of 4% Housing Credits from FHFC.

Clyde Morris Landings (Completed September 2021)

Clyde Morris Landings Apartment Homes is a 216-unit new construction community located in Daytona Beach, Volusia County that provides housing targeting a family demographic. Construction on the development was completed late-2021. Clyde Morris Landings Apartment Homes also offers an array of resident programs intended to serve its family demographic that includes amenities such as a children's play area, corn hole courts, and walking paths. SAS, through its wholly owned subsidiary, is the general partner of the owner of Clyde Morris Landings Apartment Homes. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Clyde Morris Landings Apartment Homes include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Clyde Morris Senior Living (Completed September 2021)

Clyde Morris Senior Living is a 88-unit new construction community located in Daytona Beach, Volusia County that provides housing targeting a senior demographic. Construction on the development was completed late-2021. Clyde Morris Landings Apartment Homes also offers an array of resident programs intended to serve its senior demographic that includes amenities such as a heart healthy fitness studio and walking paths. SAS is the general partner of the owner of Clyde Morris Landings Senior Living. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Clyde Morris Senior Living include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Venue at Viera Senior Living (Completed July 2021)

Venue at Viera Senior Living is a 145-unit new construction community located in Viera, Brevard County that provides housing targeting a senior demographic. Construction on the development was completed mid-2021. Venue at Viera Senior Living also offers an array of resident programs intended to serve its senior demographic that includes amenities such as a heart healthy fitness studio. SAS is the general partner of the owner of Venue at Viera Senior Living. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Venue at Viera Senior Living include Tax-Exempt Bonds issued by Brevard County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Enclave at Alafaya (Completed April 2021)

Enclave at Alafaya Apartment Homes ("Enclave at Alafaya") is a 84-unit new construction community located in Oviedo, Seminole County that provides housing targeting a family demographic. Construction on the development was completed mid-2021. Enclave at Alafaya also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room and children's playground. SAS, through its wholly owned subsidiary, is the general partner of the owner of Enclave at Alafaya. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Enclave at Alafaya include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Lake Sumter (Completed December 2020)

Lake Sumter Apartment Homes ("Lake Sumter") is a 156-unit new construction community located in Lady Lake, Sumter County that provides housing targeting a family demographic. Construction on the development was completed late 2020. Lake Sumter also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, corn hole courts, walking path, and a dog run. SAS, through its wholly owned subsidiary, is the general partner of the owner of Lake Sumter. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Lake Sumter include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Lake Sumter Reserve Senior Living (Completed December 2020)

Lake Sumter Reserve Senior Living ("Lake Sumter Senior Living") is an 88-unit new construction community located in Lady Lake, Sumter County that provides housing targeting a senior demographic. Construction on the development was completed late 2020. Lake Sumter Senior Living also offers an array of resident programs intended to serve its senior demographic that includes corn hole courts, walking path, a dog run, and heart healthy fitness studio. SAS is the general partner of the owner of Lake Sumter Senior Living. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Lake Sumter Senior Living include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Parc Hill (Completed October 2020)

Parc Hill Apartment Homes ("Parc Hill") is a 158-unit new construction community located in Orange City, Volusia County that provides housing targeting a family demographic. Construction on the development was completed late 2020. Parc Hill also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, corn hole courts, and gazebo. SAS, through its wholly owned subsidiary, is the general partner of the owner of Parc Hill. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Parc Hill include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Parc Hill Senior Living (Completed October 2020)

Parc Hill Senior Living is an 88-unit new construction community located in Orange City, Volusia County that provides housing targeting a senior demographic. Construction on the development was completed late 2020. Parc Hill Senior Living also offers an array of resident programs intended to serve its senior demographic that includes corn hole court and heart healthy fitness studio. SAS is the general partner of the owner of Parc Hill Senior Living. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and Canton Construction, L.L.C. as the General Contractor.

The affordable financing programs for Parc Hill Senior Living include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Central Landings at Town Center (Completed May 2020)

Central Landings at Town Center ("Central Landings") is a 213-unit new construction community located in Palm Coast, Flagler County that provides housing targeting a family demographic. Construction on the development was completed mid-2020. Central Landings also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and gazebo. SAS is the general partner of the owner of Central Landings. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CANTON Construction, L.L.C. as the General Contractor.

The affordable financing programs for Central Landings include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Central Landings at Town Center Senior Living (Completed April 2020)

Central Landings at Town Center Senior Living ("Central Landings Senior Living") is an 83-unit new construction community located in Palm Coast, Flagler County that provides housing targeting a senior demographic. Construction on the development was completed mid-2020. Central Landings Senior Living also offers an array of resident programs intended to serve its senior demographic that includes walking trails, bocce ball court, dog park, and heart healthy fitness studio. SAS is the general partner of the owner of Central Landings Senior Living. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CANTON Construction, L.L.C. as the General Contractor.

The affordable financing programs for Central Landings Senior Living include Tax-Exempt Bonds issued by Volusia County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Amelia Court at Creative Village – Phase II (Completed January 2020)

Amelia Court at Creative Village Apartment Homes ("Amelia Court") is a 105-unit new construction community located in Orlando, Orange County that provides housing targeting a family demographic. Construction on the development was completed January 2020. Amelia Court also offers an array of resident programs intended to serve its family demographic that includes amenities such as a cyber café and study nook, fitness studio, and resident lounge. SAS, through its wholly owned subsidiary, is the general partner of the owner of Amelia Court. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CANTON Construction, L.L.C. as the General Contractor.

The affordable financing programs utilized by Amelia Court will include 9% housing credits from FHFC awarded in the 2019 RFA Cycle. The affordable set-asides percentages are 15.238% @ 30% AMI, 15.238% @ 40% AMI, 11.429% @ 60% AMI, 38.095% @ 80% AMI and 20% @ market.

Concord Court at Creative Village (Completed July 2019)

Concord Court at Creative Village Apartment Homes ("Concord Court") is a 116-unit new construction community located in Orlando, Orange County that provides housing targeting a family demographic. Construction on the development was completed July 2019. Concord Court also offers an array of resident programs intended to serve its family demographic that includes amenities such as a cyber café and study nook, fitness studio, and resident lounge. SAS, through its wholly owned subsidiary, is the general partner of the owner of Concord Court. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CANTON Construction, L.L.C. as the General Contractor.

The affordable financing programs utilized by Concord Court will include SAIL housing credits from FHFC awarded in the 2015 RFA Cycle and Development Viability Loan Funding from FHFC awarded in the 2017 RFA

Cycle. The affordable set-asides percentages are 15% @ 30% AMI, 15% @ 40% AMI, 10% @ 60% AMI, 40% @ 80% AMI and 20% @ market.

Vineland Landings Apartment Homes (Completed November 2018)

Vineland Landings Apartments ("Vineland Landings") is a 200-unit new construction community located in Kissimmee, Osceola County that provides housing targeting a family demographic. Construction on the development was completed late 2018. Vineland Landings also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with business center and exercise room, children's playground, walking trails and gazebo. SAS, through its wholly owned subsidiary, is the general partner of the owner of Vineland Landings. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CANTON Construction, L.L.C. as the General Contractor.

The affordable financing programs for Vineland Landings include Tax-Exempt Bonds issued by Osceola County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Vista Pines Apartments (Completed July 2018)

Vista Pines Apartments ("Vista Pines") is a 238-unit new construction community located in Orlando, Orange County that provides housing targeting a family demographic. Construction on the development was completed mid-2018. Vista Pines also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and gazebo. SAS, through its wholly owned subsidiary, is the general partner of the owner of Vista Pines. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CANTON Construction, L.L.C. as the General Contractor.

The affordable financing programs for Vista Park include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Westwood Park Apartments (Completed August 2017)

Westwood Park Apartments ("Westwood Park") is a 178-unit new construction community located in Orlando, Orange County that provides housing targeting a family demographic. Construction on the development was completed mid-2017. Westwood Park also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and gazebo. SAS, through its wholly owned subsidiary, is the general partner of the owner of Westwood Park. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CANTON Construction, L.L.C. as the General Contractor.

The affordable financing programs for Westwood Park include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC.

Goldenrod Pointe Apartments (Completed February 2017)

Goldenrod Pointe Apartment Homes ("Goldenrod Pointe") is a 70-unit new construction community located in Winter Park, Orange County that provides housing targeting a family demographic. Construction on the development was completed early 2017. Goldenrod Pointe also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and gazebo. SAS, through its wholly owned subsidiary, is the general partner of the owner of Goldenrod Pointe. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CCKGC Construction, L.L.C. as the General Contractor.

The affordable financing programs utilized by Goldenrod Pointe Apartments include tax-exempt bonds issued by the Housing Finance Authority of Orange County, Orange County SHIP/Invest Funds and 4% housing credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI with 20% of the units targeted for homeless families/persons.

Osceola Pointe Apartments (Completed June 2016)

Osceola Pointe Apartment Homes ("Osceola Park") is a 176-unit new construction community located in Kissimmee, Osceola County that provides housing targeting a family demographic. Construction on the development was completed mid-2016. Osceola Pointe also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and gazebo. SAS, through its wholly owned subsidiary, is the general partner of the owner of Osceola Pointe. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs for Osceola Pointe include Tax-Exempt Bonds issued by Osceola County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

Landstar Park Apartments (Completed May 2016)

Landstar Park Apartment Homes ("Landstar Park") is a 156-unit new construction community located in Orlando, Orange County that provides housing targeting a family demographic. Construction on the development was completed mid-2016. Landstar Park also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and swimming pool. SAS, through its wholly owned subsidiary, is the general partner of the owner of Landstar Park. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs for Landstar Park include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

Grove Park Apartments (Completed March 2016)

Grove Park Apartments ("Grove Park") is a 210-unit new construction community located in Port St. Lucie, St. Lucie County that provides housing targeting a family demographic. Construction on the development was completed in early 2016. Landstar Park also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and volleyball court. SAS, through its wholly owned subsidiary, is the general partner of the owner of Landstar Park. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Grove Park include tax-exempt bonds issued by the Housing Finance Authority of St. Lucie County and 4% and SAIL housing credits from FHFC. The affordable set-asides percentages are 80%@60% AMI, 70%@60% AMI (10% @ 40% AMI–ELI rent restrictions) and 40%@60% AMI.

Vista Park Senior Living (Completed November 2015)

Vista Park Senior Living ("Vista Park") is a 103-unit new construction community located in Brooksville, Hernando County that provides housing targeting a "senior" demographic. Construction commenced late 2015. Vista Park also offers an array of resident programs intended to serve its "senior" demographic including literacy training and computer training. The amenities that serve the "senior" demographic include a resident clubhouse with billiards table, fitness center, shuffle board courts and arts and crafts room. SAS is the general partner of the owner of Vista Park. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Vista Park include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 81%@60% AMI and 10%@40% AMI. The remainder of the units are market rate.

Heritage Park Apartments (Completed October 2015)

Heritage Park Apartments ("Heritage Park") is a 238-unit new construction community located in Kissimmee, Osceola County that provides housing targeting a family demographic. Construction on the development was completed in 2015. Heritage Park also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room, children's playground, walking trails and swimming pool. SAS, through its wholly owned subsidiary, is the general partner of the owner of Heritage Park. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Heritage Park include tax-exempt bonds issued by the Housing Finance Authority of Osceola County and 4% housing credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

Fountains at Lingo Cove (Completed August 2015)

Fountains at Lingo Cove ("Lingo Cove") is a 110-unit new construction community located in Orange County that provides housing targeting a family demographic. The development completed construction in 2015. Lingo Cove also offers an array of resident programs intended to serve its family demographic that includes amenities such as a resident clubhouse with exercise room, tot-lot playground and web cafe. SAS, through its wholly owned subsidiary, is the general partner of the owner of Lingo Cove. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Lingo Cove include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 90% @ 60% AMI and 10% @ 35% AMI.

Lexington Court Apartments (Completed August 2015)

Lexington Court Apartments ("Lexington Court") is a 108-unit new construction community located in downtown Orlando that provides housing targeting a family demographic. The development completed construction in 2015. Lexington Court also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room and web cafe. SAS, through its wholly owned subsidiary, is the general partner of the owner of Lexington Court. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Lexington Court include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 83% @ 60% AMI and 10% @ 35% AMI. The development also includes 6% market rate units.

Palm Coast Landing Senior Living (Completed June 2015)

Palm Coast Landing Senior Living ("Palm Coast") is a 61-unit new construction community located in Palm Coast, Flagler County and provides housing targeting a "senior" demographic. The development completed construction in 2015. Palm Coast also offers an array of resident programs intended to serve its "senior" demographic including literacy training and computer training. The amenities that serve the "senior" demographic include a resident club room with billiards table, fitness center and arts and crafts room. SAS is the general partner of the owner of Palm Coast. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Palm Coast Landing Senior Living include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 74% @ 60% AMI and 10% @ 35% AMI. The development also includes 16% market rate units.

Osceola Bend Apartments (Completed December 2014)

The Loop Apartments ("The Loop") is a 152-unit new construction community located in Kissimmee, Osceola County that provides housing targeting a family demographic. Construction on the development was completed in December 2014. The Loop also offers an array of resident programs intended to serve its family demographic that includes amenities such as a clubhouse with exercise room and swimming pool. SAS, through its wholly owned subsidiary, is the general partner of the owner of The Loop. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by The Loop Apartments include tax-exempt bonds issued by the Housing Finance Authority of Osceola County and 4% housing credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

Dean Woods Place (Completed October 2014)

Dean Woods Place is a 48-unit rehabilitation community located in Orange County, FL that provides housing targeting a family demographic. The development completed construction October 2014. Dean Woods Place also offers an array of resident programs intended to serve its family demographic that includes amenities such as a playground and picnic pavilion. SAS, through its wholly owned subsidiary, is the general partner of the owner of Dean Woods Place. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Dean Woods Place include a tax-exempt bonds issued by Orange County Housing Finance Authority and HOME/SHIP funds from Orange County. The affordable set-asides percentages are 100% @ 60% AMI.

Village Park Senior Living (Completed October 2014)

Village Park Senior Living is a 105-unit community located in Orange County, FL that provides housing targeting a senior demographic. The development completed construction October 2014. Village Park Senior Living also offers an array of resident programs intended to serve its senior demographic that includes amenities such as a heart healthy fitness studio and picnic pavilion. SAS is the general partner of the owner of Village Park Senior Living. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Village Park Senior Housing include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 84% @ 60% AMI and 10% @ 35% AMI. The development also includes 6% market rate units.

Hammock at Stuart Villa (Completed September 2014)

Hammock at Stuart Villa Rentals ("Hammock at Stuart") is a 32-unit rehabilitation development located in Stuart, FL and provides housing for a primarily family demographic. The development completed construction September 2014. Hammock at Stuart Villa Rentals also offers an array of resident programs intended to serve its family demographic that includes amenities such as a picnic pavilion and children's playground. SAS, through its wholly owned subsidiary, is the general partner of the owner of Hammock at Stuart. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Hammock at Stuart include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle. The affordable set-asides percentages are 20% @ 33% AMI and 80% @ 60% AMI.

Urban Landing & Harbour's Edge (Completed March 2014)

Harbour's Edge is an 85-unit new construction development and Urban Landings is a 40-unit new construction development, both located in St. Petersburg, Pinellas County that was completed in March 2014. Harbor's Edge provides housing targeting a "senior" demographic while Urban Landings targets a family demographic. Amenities include a clubhouse, exercise room, picnic area, computer lab, a putting green and a number of "green" building and energy efficient feature that have been incorporated into the construction. These communities also offers an array of resident programs intended to serve its each of its demographics, including literacy training, computer training, and health and nutrition classes. SAS is the general partner of the owner of each development. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Harbour's Edge include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle as well as a $120,000 loan from the City of St. Petersburg. The affordable set-asides percentages are 10% @ 33% AMI and 90% @ 60% AMI.

The affordable financing programs utilized by Urban Landings include an allocation of 9% housing credits from FHFC awarded in the 2013 RFA Cycle. The affordable set-asides percentages are 18% @ 44% AMI, 62% @ 60% AMI, and 20% @ Market.

Richey Woods (Completed January 2014)

Richey Woods is a 95-unit rehabilitation/new construction development located in New Port Richey, Pasco County and provides housing targeting a "senior" demographic. Richey Woods completed construction in the 3rd quarter of 2014. Richey Woods also offers an array of resident programs intended to serve its "senior" demographic including literacy training, computer training, and health and nutrition classes. SAS, through its wholly owned subsidiary, is the general partner of the owner of Richey Woods. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Richey Woods include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle.

Uptown Maitland (Completed December 2013)

Uptown Maitland is a 93-unit new construction located in Maitland, Orange County and provides housing targeting a "senior" demographic. Uptown Maitland was completed in December 2013. Uptown Maitland includes amenities such as a clubhouse, exercise room, picnic area, library, computer lab, and a number of "green" building and energy efficient feature that have been incorporated into the construction. Uptown Maitland also offers an array of resident programs intended to serve its "senior" demographic including literacy training, computer training, and health and nutrition classes. SAS is the general partner of the owner of Uptown Maitland. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Uptown Maitland include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle as well as a $100,000 grant from Orange County. The affordable set-asides percentages are 10% @ 33% AMI and 90% @ 60% AMI.

Rolling Green (Completed December 2013)

Rolling Green is a 118-unit development located in the City of Sarasota, Sarasota County, Florida, that was completed in 2013 and provides apartment homes for a primarily family demographic. SAS, through its wholly owned subsidiary is the general partner of the owner of Rolling Green. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG Construction, L.L.L.P. as the General Contractor and Bank of America as the Limited Partner.

The affordable financing programs for Rolling Green include Tax-Exempt Bonds issued by the Housing Finance Authority of Lee County on behalf of Sarasota County with an allocation of 4% Housing Credits from FHFC.

Garden Park (Completed November 2013)

Garden Park is a 108-unit development located in the City of Fern Park, Seminole County, Florida, that was completed in 2013 and provides apartment homes for a primarily elderly demographic. SAS is the general partner of the owner of Garden Park. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG Construction, L.L.L.P. as the General Contractor and Bank of America as the Limited Partner.

The affordable financing programs for Garden Park include a CRA Grant from Seminole County and 9% Housing Credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

Saxon Cove (Completed October 2013)

Fountains at Saxon Cove ("Saxon Cove") is an 84-unit new construction development that is located in DeBary, Volusia County and provides housing targeting a "senior" demographic. Saxon Cove was completed in October 2013. Saxon Cove includes amenities such as a clubhouse, exercise room, picnic area, car care area, library, and a number of "green" building and energy efficient feature that have been incorporated into the construction. Saxon Cove also offers an array of resident programs intended to serve its "senior" demographic including literacy training, financial assistance with the purchase of a home, and health and nutrition classes. SAS is the general partner of the owner of Saxon Cove. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer and CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Saxon Cove include an allocation of 9% housing credits from FHFC awarded in the 2011 Universal Cycle. The affordable set-asides percentages are 10% @ 35% AMI and 90% @ 60% AMI.

Boca Palms (Completed April 2013)

Boca Palms is a 48-unit development located in the City of Kissimmee, Osceola County, Florida, that was completed in 2013 and provides apartment homes for a primarily family demographic. Boca Palms was acquired as a "distressed" short sale of a condominium development and immediate revitalized the area with a positive economic impact. SAS, through its wholly owned subsidiary is the general partner of the owner of Boca Palms. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG Construction, L.L.L.P. as the General Contractor and Regions Bank as the Limited Partner.

The affordable financing programs for Boca Palms include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

River Ridge Apartments (Completed July 2012)

River Ridge Apartments ("River Ridge") is a 160-unit development located in unincorporated Orange County, Florida, that was completed in 2012 and provides apartment homes for a primarily family demographic. River Ridge includes amenities such as a clubhouse with exercise room, swimming pool and children's playground. SAS, through its wholly owned subsidiary is the general partner of the owner of River Ridge. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG Construction, L.L.L.P. as the General Contractor and FL Capital Holdings River Ridge Apartments, L.L.C. as the Limited Partner.

The affordable financing programs for River Ridge include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% Housing Credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

Lake Sherwood Apartments (Phases 6 – 8) (Completed January 2012)

Lake Sherwood Apartments ("Lake Sherwood") is a 90-unit development located in unincorporated Orange County, Florida, that was completed in 2012 and provides apartment homes for a primarily family demographic. Lake Sherwood's shared amenities include a clubhouse with exercise room, swimming pool and covered parking. SAS, through its wholly owned subsidiary is the general partner of the owner of Lake Sherwood. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG Construction, L.L.L.P. as the General Contractor and FL Capital Holdings Lake Sherwood Phases 6-8, L.L.C. as the Limited Partner.

The affordable financing programs for Lake Sherwood include Tax-Exempt Bonds issued by Orange County Housing Finance Authority with an allocation of 4% housing credits from FHFC. The affordable set-asides percentages are 100% @ 60% AMI.

Fountains at Pershing Park (Completed August 2011)

Fountains at Pershing Park ("Pershing Park") is a 92-unit development located in unincorporated Orange County, Florida, that was completed in 2011 and provides apartment homes targeting the "senior" demographic. Pershing Park includes amenities such as a clubhouse with exercise room, swimming pool, car care area and putting green and a number of "green" building and energy efficient features have been incorporated into the construction. Pershing Park also offers an array of resident programs intended to serve its "senior" demographic including on-call manager, computer classes, and planned resident activities. SAS, through its wholly owned subsidiary is the general partner of the owner of Pershing Park. Other members of the development team include Southern Affordable Development, L.L.C. ("SAD"), a wholly owned development company of SAS, as the Developer and CPG as the General Contractor.

Pershing Park experienced a rapid and robust initial lease up beginning in July 2011 and was fully leased in September 2011 and has maintained a waiting list of approved residential candidates ever since. This community was also awarded the Golden Key Award by the Apartment Association of Greater Orlando for the "Affordable Community of the Year (Under 150 Units)" and the "Interior Design on Model, Clubhouse, and Office".

The affordable financing programs for Pershing Park include an allocation of 9% Housing Credits from FHFC awarded in the 2009 Universal Cycle, "ARRA" exchange funding (Federal Stimulus funding) in the amount of $5,365,000. The affordable set-asides percentages are 20% @ 33% AMI, 69% @ 60% AMI, 11% @ market.

Taylor Place (Completed July 2010)

Taylor Place is a 106-unit development located in Deland, Volusia County, Florida, that was completed in 2010 and provides apartment homes for a primarily family demographic. Taylor Place includes amenities such as a clubhouse with exercise room, swimming pool and children's playground. SAS, through its wholly owned subsidiary, is the general partner of the owner of River Ridge. Other members of the development team include Atlantic Housing Partners, L.L.L.P. as the Developer, CPG Construction, L.L.L.P. as the General Contractor.

The affordable financing programs utilized by Taylor Place include an allocation of 9% housing credits from FHFC awarded in the 2009 RFA Cycle. The affordable set-asides percentages are 10% @ 35% AMI and 71% @ 60% AMI. The development also includes 19% market rate units.

SAS is excited to be part of the development team for these communities that have recently either been awarded 9% Housing Credits in the FHFC Housing Credit Program or Local County Tax-Exempt Bonds and will be receiving 4% Housing Credits from FHFC. SAS, Inc. is the general partner (or through its wholly owned affiliates). Other members of the development team include AHP as the Developer, Canton Construction, L.L.C. fka CANTON Construction, L.L.C. ("Canton GC") as the general contractor, and FL Tax Holdings, L.L.C. (or its affiliates) as the limited partner purchaser of the Housing Credits. These communities are also managed by Concord Management, Ltd.

Atlantic
HOUSING PARTNERS

The principals of Atlantic Housing Partners, L.L.L.P. ("Atlantic") are national leaders in the development of affordable housing. Based in Central Florida, they have become a strong force in the industry utilizing their expertise in real estate, finance, and construction while working effectively with local government entities to expedite approvals in the development process. Atlantic's principals and their affiliates have developed over 150 communities in over 8 different states, producing more than 35,000 units.

Atlantic is a recognized leader in the development of affordable housing and has developed numerous affordable housing communities throughout the country and more specifically throughout Florida. We trust that a review of the communities developed by Atlantic and its Principals would provide a representation of quality developments that are designed well, constructed with quality and maintained to the highest standards. The combination of the principals of Atlantic's development experience, financial resources, and sense of community needs and awareness ensure that residents will be proud of the resulting community.

MICHAEL J. SCIARRINO is the Managing General Partner of Atlantic. Mr. Sciarrino oversees all company development activities specializing in the multi-family development industry, particularly in the Housing Tax Credit and Tax Exempt Multi-Family Mortgage Revenue Bond programs.

Prior to founding Atlantic, Mr. Sciarrino was a principal of the CED Companies, an affordable housing developer. Mr. Sciarrino also previously worked as a CPA with the international accounting firm of KPMG and received his Bachelor of Science and Master of Accounting degrees from Virginia Polytechnic University.

SCOTT CULP is a Principal and Managing Partner of Atlantic. Mr. Culp directs the management of all land planning, engineering, environmental consultanting, architecture and legal services in coordination with all governing jurisdictional agencies for the complete development approval process. Additionally, Mr. Culp also directs the management of all estimating, bidding, contract negotiations, construction management and general contracting for all community development.

Mr. Culp earned his Bachelor of Science in Building Construction from Auburn University and holds a Florida State Certified General Contractor license. Mr. Culp was appointed by the Governor of Florida to serve on the Affordable Housing Study Commission and the Hurricane Housing Work Group. Mr. Culp is a member of the local and national HBA and the Greater Orlando Leadership Foundation. He has served as Chairman, Vice Chairman and Director of the Florida Coalition of Affordable Housing Providers.

Canton Construction, L.L.C. ("Canton Construction" or "Canton GC") principals are recognized as a leaders in general contracting for multi-family affordable housing communities. Canton principals have constructed over 150 communities in 8 different states, producing more than 35,000 units.

Canton principals' experience delivers professionally managed construction projects at a competitive price and in a timely manner that has become expected by sophisticated tax credit investors.

SCOTT CULP is the licensed general contractor and qualifying agent for Canton GC. In this capacity, Mr. Culp directs the management of all estimating, bidding, contract negotiations, construction management and general contracting for all community development.

Mr. Culp has over 30 years of development and construction experience having participated in the construction management of high rise commercial, high rise residential, mid-rise residential, mixed use infrastructure, single family community development, multi-family garden style development, townhomes and condominiums. Mr. Culp has been directly responsible for the development and construction of over 35,000 residential units.

Mr. Culp earned his Bachelor of Science in Building Construction from Auburn University and holds a Florida State Certified General Contractor license. He has been appointed by Florida's Governor to serve on the Affordable Housing Study Commission and the Hurricane Housing Work Group. He is a member of the local and national HBA and the Greater Orlando Leadership Foundation. He has served as Chairman, Vice Chairman and Director of the Florida Coalition of Affordable Housing Providers.

Concord Management, Ltd. ("Concord") is a multifamily housing management company with its corporate office in Maitland, Florida. Founded in 1995, Concord has a portfolio of over 15,000 apartment homes in more than one hundred (100) locations throughout Florida. The company is privately owned and managed exclusively by specialists in the LIHTC management field. As one of the country's leading operators and managers of multi-family housing, Concord is a fully vertically integrated organization that covers all aspects of property and asset management including Accounting, IT, HR, Training, Compliance and Operations. The Concord Team currently consists of over five hundred (500) members. Please visit our website for additional information about Concord at www.concordrents.com.

CONCORD'S PHILOSOPHY

Concord's approach to management and maintenance is designed to provide high quality affordable housing to our residents, meet the goals and objectives of our owners, maintain the value of our communities, and meet all regulatory and any LIHTC compliance commitments. This management philosophy is accomplished by having a strong local market presence and onsite management teams, combined with significant corporate and regional support services. Professional management by Concord assures all investors that their communities are in the capable hands of a leading management company, whose vision is to provide Exceptional Team Members, Exceptional Communities and Exceptional Performance.

Management Organization

Concord's Operations Team holds immediate responsibility for the bottom line profit at each property supervised. Currently, they maintain one (1) President, two (2) Operations Directors, five (5) Vice Presidents, four (4) Regional/District Managers, and eight (8) District Community Managers. They are responsible for on-site personnel performance, occupancy rates, maintenance and purchasing programs, collections, evictions, and other functions.

Training

Concord believes that good sales techniques, the proper handling of residents, and the technical knowledge of the maintenance personnel is the key to SUCCESS. They provide thorough and professional training and educational programs that instill a customer service orientation in all of their people. These programs are developed and planned by the training department. They also provide on-site training programs for all new and newly promoted employees. In addition to this training, they also provide specific class training in maintenance, sales and personal skills. Consistent shopping reviews and supervisory evaluation provide constant feedback to determine the training needs of the people. This feedback to appropriate supervisory personnel enables us to provide timely and pertinent training and education to employees. Special recognition is given to outstanding performances with various compensation incentive programs and contests throughout the year. They feel that special regards and recognition are an important part of the overall employee training process. Because money strongly motivates, the site staff is "bonused" on specific project performance and bottom-line profitability. Everyone is trained to operate the property as if it were their own. All executive staff members are made aware of project budgets and profit goals.

Marketing

Professional apartment marketing does not just happen, it is created with knowledge of the customer they want to attract, the awareness of the competitive position of the property in the market place, and the talent to develop concepts that convert this knowledge into results. The marketing program begins with effective advertising designed to bring people to the apartment and promotions designed to keep them there. A carefully planned program is created for each apartment community, specifically designed to establish the proper image and to attract the maximum number of qualified prospects at the minimum cost per closing. The second phase of the marketing program is leasing, which encompasses qualification, presentation, and closings. Through qualification, the prospect is properly screened as to character, credit, and LIHTC requirements. Through professional presentation, the apartment is most effectively "sold." Through closing, the prospect is actually converted into a rent-paying resident.

Maintenance

Concord provides each apartment community with a customized maintenance program. Proper maintenance standards are established and enforced for the buildings as well as the surrounding grounds. With the experience and depth of personnel, they provide continuous routine maintenance service and special emergency assistance. The program also includes evaluation and continually training all new on-site service personnel.

Accounting

Each Concord community has multiple on-site computers as needed to assist in all facets of management including leasing, marketing, accounting and general property management functions. These systems track cash receipts, leasing activity and traffic sources, rent rolls, expenses, service requests and also prepare daily and monthly reports. The sites are equipped with bank scanners so payments are submitted to the bank immediately. All sites utilize Yardi Property Management Software for accounting AP/GL and their internal corporate I.T. department provides computer hardware and software support during all business hours for those systems.

Credit/Resident Selection

Each prospective apartment applicant is thoroughly screened by the credit department for income, credit, criminal background, previous rental history, and "good citizen" history. A close review of all of these criteria within the framework of all Fair Housing Regulations is extremely important to the successful performance of a property and its long term viability.

Exprierence of Developer, General Contractor and Property Manager

Development Name	Location			Development Category	Development Type	# of Units	Affordable/ Market
	City	County	State				
Amelia Court at Creative Village - Phase II	Orlando	Orange	FL	New Construction	Mid-Rise	47	Market
Amelia Court at Creative Village	Orlando	Orange	FL	New Construction	Mid-Rise	105	Affordable
Beach Village at Palm Coast	Palm Coast	Flagler	FL	New Construction	Garden	106	Affordable
Boca Palms - Phase II	Kissimmee	Osceola	FL	New Construction	Villa/Townhome	48	Affordable
Boca Palms I	Kissimmee	Osceola	FL	New Construction	Townhome	14	Market
Cape Morris Cove - Phase I	Daytona Beach	Volusia	FL	New Construction	Garden	130	Affordable
Cape Morris Cove - Phase II	Daytona Beach	Volusia	FL	New Construction	Garden	47	Affordable
Cape Morris Townhomes	Daytona Beach	Volusia	FL	New Construction	Townhome	20	Market
Central Landings at Town Center	Palm Coast	Flagler	FL	New Construction	Garden	150	Affordable
Central Landings Senior Living	Palm Coast	Flagler	FL	New Construction	Mid-Rise	83	Affordable
Club at Eustis	Eustis	Lake	FL	New Construction	Garden	96	Affordable/Mkt
Clyde Morris Landings	Daytona Beach	Volusia	FL	New Construction	Garden	216	Affordable
Clyde Morris Landings - Phase V	Daytona Beach	Volusia	FL	New Construction	Garden	227	Affordable
Clyde Morris Senior Living	Daytona Beach	Volusia	FL	New Construction	Mid-Rise	88	Affordable
Clyde Morris Senior Living - Phase II	Daytona Beach	Volusia	FL	New Construction	Mid-Rise	90	Affordable
Concord Court at Creative Village	Orlando	Orange	FL	New Construction	Mid-Rise	116	Affordable
Covington Club	Oviedo	Seminole	FL	New Construction	Townhome	94	Affordable
Dean Woods	Orlando	Orange	FL	Acq/Rehab/NC	Garden	48	Affordable
Deland Commons	Deland	Volusia	FL	New Construction	Mid-Rise	169	Market
Enclave at Alafaya	Oviedo	Seminole	FL	New Construction	Garden	84	Affordable
Enterprise Cove	Orange City	Volusia	FL	New Construction	Garden/Villa	196	Market
Eudora Reserve	Mount Dora	Lake	FL	New Construction	Garden/Villa	154	Market
Fairview Cove - Phase I	Tampa	Hillsborough	FL	New Construction	Garden	88	Affordable
Fairview Cove - Phase II	Tampa	Hillsborough	FL	New Construction	Garden	66	Affordable
Fountains at Falkenburg	Tampa	Hillsborough	FL	New Construction	Garden	152	Affordable
Fountains at Lingo Cove	Orlando	Orange	FL	New Construction	Garden/Townhome	110	Affordable
Fountains at Millenia - Phase I	Orlando	Orange	FL	New Construction	Mid-Rise	162	Affordable
Fountains at Millenia - Phase II	Orlando	Orange	FL	New Construction	Garden	32	Affordable
Fountains at Millenia - Phase III	Orlando	Orange	FL	New Construction	Garden	82	Affordable
Fountains at Millenia - Phase IV	Orlando	Orange	FL	New Construction	Garden	100	Affordable
Fountains at Pershing Park	Orlando	Orange	FL	New Construction	Garden/Villa	92	Affordable
Fountains at San Remo Court	Poinciana	Osceola	FL	New Construction	Garden	130	Affordable
Garden Grove	Fern Park	Seminole	FL	New Construction	Garden	12	Market
Garden Park Senior Living	Fern Park	Seminole	FL	New Construction	Garden/Villa	120	Affordable
Goldenrod Pointe	Winter Park	Orange	FL	New Construction	Garden	70	Affordable
Grove Park Apartments	Port St. Lucie	St. Lucie	FL	New Construction	Garden	210	Affordable
Hammock at Stuart Villas	Stuart	Martin	FL	Acq/Rehab/NC	Villa	32	Affordable
Hammock Harbor	Rockledge	Brevard	FL	New Construction	Garden/Villa	122	Affordable
Harbor Vista	Leesburg	Lake	FL	New Construction	Garden/Villa	44	Market
Harbour's Edge	St. Petersburg	Pinellas	FL	New Construction	Mid-Rise	85	Affordable
Heritage Commons	Kissimmee	Osceola	FL	New Construction	Garden	68	Affordable
Heritage Park	Kissimmee	Osceola	FL	New Construction	Garden	238	Affordable
Howell Branch Cove	Winter Park	Seminole	FL	New Construction	Townhome	58	Affordable
Kathleen Pointe	Lakeland	Polk	FL	New Construction	Garden/Villa	80	Affordable
Lake Sherwood I	Orlando	Orange	FL	New Construction	Garden	60	Market
Lake Sherwood II	Orlando	Orange	FL	New Construction	Garden	60	Market
Lake Sherwood Phase 3-4	Orlando	Orange	FL	New Construction	Garden	90	Affordable
Lake Sumter	Lady Lake	Sumter	FL	New Construction	Garden	156	Affordable
Lake Sumter Reserve	Lady Lake	Sumter	FL	New Construction	Mid-Rise	88	Market
Lake Sumter Reserve II	Lady Lake	Sumter	FL	New Construction	Garden	84	Affordable
Lake Sumter Reserve Senior Living	Lady Lake	Sumter	FL	New Construction	Mid-Rise	88	Affordable
Lakewood Pointe	Tampa	Hillsborough	FL	New Construction	Garden	144	Affordable
Landstar Park	Orlando	Orange	FL	New Construction	Garden	156	Affordable
Landstar Village	Orlando	Orange	FL	New Construction	Garden	234	Market
Lexington Court	Orlando	Orange	FL	New Construction	Mid-Rise	108	Affordable
Malabar Cove - Phase I	Palm Bay	Brevard	FL	New Construction	Garden/Villa	76	Affordable
Malabar Cove - Phase II	Palm Bay	Brevard	FL	New Construction	Garden/Villa	72	Affordable
Marbella Cove	Orlando	Orange	FL	New Construction	Garden/Villa	104	Affordable
Marbella Pointe	Orlando	Orange	FL	New Construction	Garden	120	Affordable
Moss Park	Winter Springs	Seminole	FL	New Construction	Garden	99	Affordable
Nautilus Cove	Panama City Beach	Bay	FL	New Construction	Garden/Villa	168	Market
Osceola Bend	Kissimmee	Osceola	FL	New Construction	Garden	152	Affordable
Osceola Pointe	Kissimmee	Osceola	FL	New Construction	Garden	176	Affordable
Oviedo Town Centre - Phase I	Oviedo	Seminole	FL	New Construction	Garden	106	Affordable
Oviedo Town Centre - Phase II	Oviedo	Seminole	FL	New Construction	Garden	34	Affordable
Oviedo Town Centre - Phase III	Oviedo	Seminole	FL	New Construction	Garden	72	Affordable
Oviedo Town Centre - Phase IV	Oviedo	Seminole	FL	New Construction	Garden	24	Affordable

Exprierence of Developer, General Contractor and Property Manager

Development Name	Location			Development Category	Development Type	# of Units	Affordable/ Market
	City	County	State				
Palm Coast Landing - Phase I	Palm Coast	Flagler	FL	New Construction	Mid-Rise	61	Affordable
Palm Coast Senior Living II	Palm Coast	Flagler	FL	New Construction	Garden	12	Market
Parc Hill	Orange City	Volusia	FL	New Construction	Garden	158	Affordable
Parc Hill Senior Living	Orange City	Volusia	FL	New Construction	Mid-Rise	88	Affordable
Reserve at Brookhaven	Palm Coast	Flagler	FL	Acq/Rehab/NC	Townhome/Villa	134	Market
Reserve at Orange City	Orange City	Volusia	FL	New Construction	Garden	105	Market
Richey Woods Senior Living	New Port Richey	Pasco	FL	NC/Rehab	Mid-Rise/Villa	95	Affordable
River Ridge	Orlando	Orange	FL	New Construction	Garden	160	Affordable
Rolling Acres - Phase I	Lady Lake	Lake	FL	New Construction	Garden/Villa	104	Affordable
Rolling Acres - Phase II	Lady Lake	Lake	FL	New Construction	Garden	35	Affordable
Rolling Acres Reserve	Lady Lake	Lake	FL	New Construction	Garden	92	Market
Rolling Green	Sarasota	Sarasota	FL	New Construction	Garden	118	Affordable
Saxon Cove Senior Living	Debary	Volusia	FL	New Construction	Villa	84	Affordable
Southwinds Cove	Leesburg	Lake	FL	New Construction	Townhome	112	Affordable
Spring Lake Cove - Phase I	Fruitland Park	Lake	FL	New Construction	Garden/Villa	96	Affordable
Spring Lake Cove - Phase II	Fruitland Park	Lake	FL	New Construction	Villa	48	Affordable
Taylor Place Apartments	Deland	Volusia	FL	New Construction	Garden	106	Affordable
The Reserve at Clyde Morris Landings	Daytona Beach	Volusia	FL	New Construction	Mid-Rise	88	Market
Town West Senior Living	Port Orange	Volusia	FL	New Construction	Mid-Rise	115	Affordable
Uptown Maitland	Maitland	Orange	FL	New Construction	Mid-Rise	93	Affordable
Urban Landings	St. Petersburg	Pinellas	FL	New Construction	Mid-Rise	40	Affordable
Ventura at Turtle Creek	Rockledge	Brevard	FL	New Construction	Garden	190	Market
Venue at Viera Senior Living	Viera	Brevard	FL	New Construction	Mid-Rise/Villa	145	Affordable
Village Park Senior Living	Winter Park	Orange	FL	New Construction	Mid-Rise	108	Affordable
Vineland Landings - Phase I	Kissimmee	Osceola	FL	New Construction	Garden	200	Affordable
Vineland Landings - Phase II	Kissimmee	Osceola	FL	New Construction	Garden	67	Market
Vista Park Senior Living	Unincorporated	Hernando	FL	New Construction	Mid-Rise/Villa	103	Affordable
Vista Pines	Orlando	Orange	FL	New Construction	Garden	238	Affordable
WaterVue at Longwood	Longwood	Seminole	FL	New Construction	Mid-Rise	130	Market
Westwood Park Apartments	Orlando	Orange	FL	New Construction	Garden	178	Affordable
Wildwood Preserve	Wildwood	Sumter	FL	New Construction	Garden	126	Market

* City reference is for addressing and may, or may not, reflect the community is in the incorporated City.

This Experience List includes communities developed by the Principals, excluding their involvement with developments of The CED Companies.

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ESTIMATED FINAL COST OF RESIDENCE(S) OR DEVELOPMENT ONCE COMPLETED

WATERVUE AT LAKE GENEVA
LAKE COUNTY LOCAL CONTRIBUTION FOR AFFORDABLE HOUSING
SOURCES AND USES STATEMENT

SOURCES	
First Mortgage	7,000,000
Conventional Equity	23,797,620
Lake County Grant	460,000
Deferred Developer Fee	2,022,163
TOTAL FUNDS AVAILABLE	$33,279,783

USES	
Total Actual Construction Costs	21,059,323
Total Financial Costs	1,750,474
Total General Development Costs	8,629,986
Total Land Costs	1,840,000
TOTAL USE OF FUNDS	33,279,783

TOTAL DEVELOPMENT COSTS	33,279,783
TOTAL DEVELOPMENT COSTS PER UNIT	**361,737**

WATERVUE AT LAKE GENEVA
LAKE COUNTY LOCAL CONTRIBUTION FOR AFFORDABLE HOUSING
DEVELOPMENT COSTS

ACTUAL CONSTRUCTION COSTS	Eligible	Ineligible	Total
Demolition			0
Commercial/Retail Space			
New Construction Activities	18,269,760	56,259	18,326,019
*Site Work			0
Rehab Construction Activities			0
Other: **Parking**		153,981	153,981
Actual Construction Costs	$ 18,269,760	$ 210,240	$ 18,480,000
General Contractor Fee	$ 2,579,323	$	$ 2,579,323
Total Actual Construction Cost	$ 20,849,083	$ 210,240	$ 21,059,323

FINANCIAL COST			
Construction Loan Credit Enhancement Fee			0
Construction Loan Interest	280,000		280,000
Construction Loan Origination/Commitment Fee	70,000		70,000
Bridge Loan Interest	951,905		951,905
Bridge Loan Origination/Commitment Fee	237,976		237,976
Permanent Loan Closing Costs	[redacted]		0
Permanent Loan Credit Enhancement			0
Permanent Loan Origination/Commitment Fee		210,593	210,593
Other:			0
Total Financial Cost	$ 1,539,881	$ 210,593	$ 1,750,474

GENERAL DEVELOPMENT COSTS	Eligible	Ineligible	Total
Accounting Fees	5,000	5,000	10,000
Appraisal	5,000		5,000
Architect's Fee - Design	324,540		324,540
Architect's Fee - Inspections	24,800		24,800
Builder's Risk Insurance	109,210		109,210
Building & Site Permit Fees	136,886		136,886
Engineering Fee - Design & Inspect	140,988		140,988
Environmental Report	17,969		17,969
FHFC Administrative Fee	[redacted]		0
FHFC & HFA Application Fees			0
FHFC Compliance Fee			0
Environmental Report			0
FHFC Administrative Fee		252,000	252,000
FHFC Application Fee		3,000	3,000
FHFC Compliance Fee		256,029	256,029
FHFC Credit Underwriting Fee		16,521	16,521
Impact Fees	1,130,404		1,130,404
Inspection Fees	82,500		82,500
Insurance (Included in Builders Risk)			0
Legal Fees	10,000	75,000	85,000
Market Study	5,000		5,000
Marketing/Advertising during Lease-up	[redacted]	25,000	25,000
Property Taxes during Construction	50,000		50,000
Soil Test & Reports	13,713		13,713

WATERVUE AT LAKE GENEVA
LAKE COUNTY LOCAL CONTRIBUTION FOR AFFORDABLE HOUSING
DEVELOPMENT COSTS

Surveys	28,500		28,500
Title Insurance	5,000		5,000
Utiltiy Connection Fee	486,956		486,956
Other:			0
Total General Cost	**2,576,466**	**$ 632,550.00**	**$ 3,209,016**
Hard Cost Contingency	923,999		923,999
Soft Cost Contingency	160,450		160,450
Contingency Reserves	**$ 1,084,449**	**$ 0**	**$ 1,084,449**
Developer Fee	**$ 4,336,521**	**$ 0**	**$ 4,336,521**
Total General Development Costs	**7,997,436**	**632,550**	**8,629,986**
LAND COSTS	**$**	**$ 1,840,000**	**$ 1,840,000**
TOTAL DEVELOPMENT COST	**$ 30,386,400**	**2,893,383**	**33,279,783**

WATERVUE AT LAKE GENEVA
LAKE COUNTY LOCAL CONTRIBUTION FOR AFFORDABLE HOUSING DEVELOPMENT COSTS

A.	Total Development Cost	$	33,279,783
	Less Land Cost	$	(1,840,000)
	Less Federal Grants	$	
	Less Other Ineligible Costs	$	(1,053,383)
	Less Disproportionate Standard	$	
B.	Total Eligible Basis	$	30,445,725
	Applicable Fraction		100.00%
	DDA/QCT		130%
C.	Qualified Basis (Eligible Basis x Applicable Fraction)	$	39,579,443
D.	Housing Credit Percentage	**FLAT**	**9.00%**

E. Annual Tax Credit Allocation Requested
(Qualified Basis x Housing Credit Percentage)

	9 % HC LIMIT		
$	2,800,000	$	3,562,150
X	10	X	10
	28,000,000		35,621,500
X	0.999900	X	0.99990
	27,997,200		35,617,938
X	0.85	**X**	0.85
	23,797,620		**30,275,247**

WATERVUE AT LAKE GENEVA LAKE COUNTY		92 Units			15 YEAR PROFORMA										
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
INCOME - 2% ANNUAL INCREASES																
Gross Rental Income		1,411,512	1,439,742	1,468,537	1,497,908	1,527,866	1,558,423	1,589,591	1,621,383	1,653,811	1,686,887	1,720,625	1,755,038	1,790,139	1,825,942	1,862,461
Other Income		46,000	46,920	47,858	48,815	49,791	50,787	51,803	52,839	53,896	54,974	56,073	57,194	58,338	59,505	60,695
SUBTOTAL		1,457,512	1,486,662	1,516,395	1,546,723	1,577,657	1,609,210	1,641,394	1,674,222	1,707,707	1,741,861	1,776,698	1,812,232	1,848,477	1,885,447	1,923,156
Minus Collection/Vacancy 5%		(72,876)	(74,333)	(75,820)	(77,336)	(78,883)	(80,461)	(82,070)	(83,711)	(85,385)	(87,093)	(88,835)	(90,612)	(92,424)	(94,272)	(96,158)
TOTAL INCOME		**1,384,636**	**1,412,329**	**1,440,575**	**1,469,387**	**1,498,774**	**1,528,749**	**1,559,324**	**1,590,511**	**1,622,322**	**1,654,768**	**1,687,863**	**1,721,620**	**1,756,053**	**1,791,175**	**1,826,998**
EXPENSES - 3% ANNUAL INCREASES																
Payroll	1,575	144,900	149,247	153,724	158,336	163,086	167,979	173,018	178,209	183,555	189,062	194,734	200,576	206,593	212,791	219,175
Utilities	600	55,200	56,856	58,562	60,319	62,129	63,993	65,913	67,890	69,927	72,025	74,186	76,412	78,704	81,065	83,497
Redecoration	175	16,100	16,583	17,080	17,592	18,120	18,664	19,224	19,801	20,395	21,007	21,637	22,286	22,955	23,644	24,353
Repairs & Maintenance	325	29,900	30,797	31,721	32,673	33,653	34,663	35,703	36,774	37,877	39,013	40,183	41,388	42,630	43,909	45,226
Grounds Maintenance	250	23,000	23,690	24,401	25,133	25,887	26,664	27,464	28,288	29,137	30,011	30,911	31,838	32,793	33,777	34,790
Advertising/Marketing	150	13,800	14,214	14,640	15,079	15,531	15,997	16,477	16,971	17,480	18,004	18,544	19,100	19,673	20,263	20,871
Administrative	500	46,000	47,380	48,801	50,265	51,773	53,326	54,926	56,574	58,271	60,019	61,820	63,675	65,585	67,553	69,580
Management Fees	5.0%	69,232	70,616	72,029	73,469	74,939	76,437	77,966	79,526	81,116	82,738	84,393	86,081	87,803	89,559	91,350
RE/Pers.Ppty. Taxes	1,298	119,416	122,998	126,688	130,489	134,404	138,436	142,589	146,867	151,273	155,811	160,485	165,300	170,259	175,367	180,628
Insurance	1,375	126,500	130,295	134,204	138,230	142,377	146,648	151,047	155,578	160,245	165,052	170,004	175,104	180,357	185,768	191,341
Replacement Reserve	350	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200	32,200
TOTAL EXPENSES		**676,248**	**694,876**	**714,050**	**733,785**	**754,099**	**775,007**	**796,527**	**818,678**	**841,476**	**864,942**	**889,097**	**913,960**	**939,552**	**965,896**	**993,011**
Expense per unit		**7,351**	**7,553**	**7,761**	**7,976**	**8,197**	**8,424**	**8,658**	**8,899**	**9,146**	**9,402**	**9,664**	**9,934**	**10,213**	**10,499**	**10,794**
OPERATING INCOME																
Total Income		1,384,636	1,412,329	1,440,575	1,469,387	1,498,774	1,528,749	1,559,324	1,590,511	1,622,322	1,654,768	1,687,863	1,721,620	1,756,053	1,791,175	1,826,998
Total Expenses		(676,248)	(694,876)	(714,050)	(733,785)	(754,099)	(775,007)	(796,527)	(818,678)	(841,476)	(864,942)	(889,097)	(913,960)	(939,552)	(965,896)	(993,011)
NET OPERATING INCOME		**708,388**	**717,453**	**726,525**	**735,602**	**744,675**	**753,742**	**762,797**	**771,833**	**780,846**	**789,826**	**798,766**	**807,660**	**816,501**	**825,279**	**833,987**
DEBT SERVICE COVERAGE																
A. Net Operating Income		708,388	717,453	726,525	735,602	744,675	753,742	762,797	771,833	780,846	789,826	798,766	807,660	816,501	825,279	833,987
B. Annual Debt Service																
First Mortgage Only		616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368	616,368
C. Debt Service Coverage																
First Mortgage Only		1.149	1.16	1.18	1.19	1.21	1.22	1.24	1.25	1.27	1.28	1.30	1.31	1.32	1.34	1.353
CASH FLOW		**92,020**	**101,085**	**110,157**	**119,234**	**128,307**	**137,374**	**146,429**	**155,465**	**164,478**	**173,458**	**182,398**	**191,292**	**200,133**	**208,911**	**217,619**

SCHEDULE OF RENTAL/OTHER INCOME

26% @ 30% Median Income			Utility			
Unit Type	# Units	Gross Rents	Allowance	Net Rents	Total	Annual Income
1 BEDROOM	4	$646.92	($180.00)	$466.92	$1,868	$22,416
2 BEDROOM	8	$776.25	($233.00)	$543.25	$4,346	$52,152
3 BEDROOM	2	$896.25	($297.00)	$599.25	$1,199	$14,388
SUBTOTAL	**14**				**$7,413**	**$88,956**
18% @ 60% Median Income			Utility			
Unit Type	# Units	Gross Rents	Allowance	Net Rents	Total	Annual Income
1 BEDROOM	14	$1,293.75	($180.00)	$1,113.75	$15,593	$187,116
2 BEDROOM	37	$1,552.50	($233.00)	$1,319.50	$48,822	$585,864
3 BEDROOM	6	$1,792.50	($297.00)	$1,495.50	$8,973	$107,676
SUBTOTAL	**57**				**$73,388**	**$880,656**
37% @ 80% Median Income			Utility			
Unit Type	# Units	Gross Rents	Allowance	Net Rents	Total	Annual Income
1 BEDROOM	6	$1,725.00	($180.00)	$1,545.00	$9,270	$111,240
2 BEDROOM	15	$2,070.00	($233.00)	$1,837.00	$27,555	$330,660
3 BEDROOM	0	$2,390.00	($297.00)	$2,093.00	$0	$0
SUBTOTAL	**21**				**$36,825**	**$441,900**
TOTAL UNITS	**92**					
GROSS RENTAL INCOME						**$1,411,512**
Other Income: 100% of Total Units		$ 500.00	Average Per Unit/Year			$46,000
TOTAL INCOME						**$1,457,512**

SCHEDULE OF DEBT SERVICE

Tax Exempt Bor	$52,152	P & I*
$7,000,000		$51,364
		$616,368

Mortgage Assumptions:

Term:	30 years
Interest Rate:	8.00%

FHFC INTEREST RATE TEST

FLOOR GREATER of

a) 7.0% OR

b) 325 bps over the 10-year Treasury Rate as of Deadline

CEILING

a) No Greater than 100 pbs over said interest rate floor

FHFC FIRST MORTGAGE TEST

LESSER of

a) 1.25% DSC 15th Year **OR**	7,575,000
b) **Greater of**	
1) 1.50% DSC 1st Year **OR**	5,365,000
2) Net Cash Flow of $1,000 per Unit	7,000,000

ASSUMPTIONS

a. Annual Income Increases:			2%
b. Vacancy			5%
c. Annual Expense Increase:			3%
d. Management Expense			5%
e.	Yrs. 1-5	Yrs. 6-10	Yrs. 11-15
	$350	$350	$350

f. Payroll - Payroll,Taxes, Med. Benefits, Training, Workmens Comp.

g. Utilities - Includes Electric, Gas, Cable TV, Trash Removal

h. Administrative - Includes Office Exp., Telephone, Legal/Accounting

i. Grounds Maintenance - Includes Grounds, Landscaping, Extermination

j. Redecoration - Painting, cleaning, and minor repairs

k. Other Income- Cancellation & Late Fees, Deposits forfeited, etc.

FIRM FUNDING COMMITMENTS

FL TAX HOLDINGS 2010, LTD.
200 East Canton Avenue, Suite 102
Winter Park, Florida 32789

March 19, 2026

WaterVue at Lake Geneva Partners, Ltd.
Attn: Jay P. Brock
335 N. Knowles Avenue, Suite 101
Winter Park, FL 32789

RE: WaterVue at Lake Geneva - 92 Units, Fruitland Park, Lake County (the "Project")

Dear Mr. Brock:

FL Tax Holdings 2010, Ltd. or an affiliate thereof and/or its assignee ("FL Tax" or "Investor") hereby provides a conditional commitment to acquire a 99.99% limited partner interest (and provide equity proceeds for the purchase of housing credits) in WATERVUE AT LAKE GENEVA PARTNERS, LTD. (the "Applicant"), which will own the Project described above in accordance with the following:

1. Beneficiary of Equity Proceeds Paid by Investor: The Applicant is the beneficiary of the equity proceeds provided by Investor.

2. Percentage of Anticipated Amount of Credits Allocations Being Purchased: The percentage of the anticipated amount of housing credits being purchased by the Investor is 99.99%.

3. Applicant's Expected Housing Credit Request Amount: The annual amount of Low-Income Housing Tax Credits that the Applicant will apply for and anticipates will be allocated to the Applicant is $2,800,000 in annual credits ($28,000,000 for 10 year period).

4. Anticipated Dollar Amount of Housing Credit Allocation Purchased by Investor: $27,997,200 ($28,000,000 total credits x 99.99% purchased by Investor).

5. Price Paid for Housing Credits by Investor: 85 cents for each Housing Credit purchased by Investor.

6. Total Equity Proceeds Provided by Investor: $23,797,620

7. Equity Proceeds Pay-In Schedule: The Investor will make an equity contribution to the Applicant in accordance with the following schedule:

Installment No. 1:
Paid prior to or simultaneous with the closing of construction financing $10,708,929

Installment No. 2:
Paid prior to completion of construction $10,708,929

Installment No. 3:
Paid upon the later of the following: $2,379,762

1) Receipt of final Low-Income Housing Credit Certification, and

2) Receipt of IRS form 8609

The total amount of equity being provided by the Investor is ("Total Amount of Equity Being Provided"): **$27,797,620**

Installment No. 1 and Installment No. 2 may be in the form of an interest bearing equity bridge loan.

8. Total Amount of Equity Being Provided Prior to Completion of Construction: The total amount paid prior to the completion of construction (which includes Installment No. 1 and Installment No. 2) is $21,417,858.

9. Rounding: All amounts are rounded to whole dollars.

10. Commitment Expiration: This commitment shall not expire prior to March 31, 2027.

11. Adjuster Clause: Any "shortfall" of credits allocated to Investor will require an equity adjustment necessary using a formula of the shortfall amount times $.85.

12. Additional Terms:
The "Due Diligence Period" will be a period of 30 days commencing on the date of receipt of all documents requested during which FL Tax will conduct a due diligence review. The due diligence review will include the verification of factual representations made by the Applicant's general partner, a review of the project documents, a site visit and an evaluation of the following: the Applicant's general partner's financial capacity to perform under the terms of this agreement; the experience and expertise of the Applicant's general partner, builder and management agent; the project area market; the construction schedule; the residual potential of the property, and other relevant factors.

Assuming that the assumptions contained herein are accurate and, subject to (a) the initial execution of this Agreement by the Applicant's general partner; (b) compliance

with the terms and conditions of this Agreement; and (c) approval of matters reviewed during the Due Diligence Period; FL Tax agrees to use its best efforts to achieve admission of the Applicant within 30 days of the completion of the due diligence review.

If prior to Admission there have been any material or adverse changes in the factual representations as set forth above, upon which this commitment is based or if events have occurred which could adversely affect the benefits available to the Investor, the Investor will not be obligated to acquire the limited partner interest. The Investor has the right to replace itself with a company of equal of greater financial resources at the same terms of this commitment.

Please do not hesitate to call me if you have any questions.

Sincerely,

FL Tax Holdings 2010, Ltd.,
a Florida limited partnership

By: FL Tax Holdings 2010, L.L.C.,
a Florida limited liability company, its general partner

By: Paul M. Missigman, Manager

[ADDITIONAL SIGNATURE PAGE ON FOLLOWING PAGE]

Agreed to and Accepted this 19th day of March 2026 by:

WATERVUE AT LAKE GENEVA PARTNERS, LTD.,
a Florida limited partnership

By: Southern Affordable Service, Inc.
A Florida not-for-profit, its general partner

By: _____
Jay P. Brock,
Executive Vice President

FL TAX HOLDINGS 2010, LTD.

PERMANENT LOAN COMMITMENT LETTER

March 19, 2026

WaterVue at Lake Geneva Partners, Ltd.
335 N. Knowles Avenue, Suite 101
Winter Park, FL 32789

Re: Permanent Loan Financing
WaterVue at Lake Geneva
Lake County, Florida

Dear Sirs and/or Madams:

FL Tax Holdings 2010, Ltd., (hereafter "FL Tax") is pleased to provide you this letter of intent in connection with the above referenced property. This letter of intent is made based upon the initial financial information and projections provided to us in support of your loan application, and under the following general terms and conditions:

Borrower: WaterVue at Lake Geneva Partners, Ltd. (and the "Applicant" for purposes of RFA 2026-201 for Housing Credit Financing for Affordable Housing Developments).

Loan Amount: $7,000,000.00

Interest Rate: 8.00%

Repayable: Principal and interest payments on a monthly basis.

Term: Thirty (30) years from the first advance of funds.

Origination Fee: 1.00% of the Permanent loan payable at closing.

Security: First mortgage lien on Property.

Conditions to Funding Permanent Loan:

- FL Tax acceptable project completion.
- Property has reached stabilized physical occupancy for at least 90 consecutive days and meets the minimum required debt service coverage ratio based upon the Property's net operating income as determined by FL Tax.
- All certificates of occupancy have been issued and remain in effect.
- FL Tax acceptable final allocation of low income housing tax credits.
- Such other conditions which are customary and reasonable for a loan of this nature and amount.

The terms of this letter of intent are strictly confidential between the Borrower and FL Tax. All third-party beneficiary rights are expressly negated. No person who is not a party to this letter of intent shall have or enjoy any rights under this letter. No change, amendment or modification of this letter of intent shall be valid unless made in writing, addressed to the Borrower and signed by an authorized officer of FL Tax.

Any changes to the Property and the financing will require FL Tax's review and approval to ensure compliance to our underwriting standards. This letter of intent does not expire before March 31, 2027, and can only be extended in writing by FL Tax.

FL TAX'S OBLIGATION TO MAKE ANY LOANS ARE AT ALL TIMES SPECIFICALLY CONDITIONED UPON FL TAX'S RECEIPT OF SATISFACTORY DUE DILIGENCE REPORTS, INCLUDING AN APPRAISAL, AND FINAL LOAN DOCUMENTS, IN FORM AND CONTENT DEEMED SATISFACTORY BY FL TAX IN ITS SOLE AND ABSOLUTE DISCRETION.

Thank you for the opportunity to serve your financing needs in connection with this property. We look forward to working with you again.

Please do not hesitate to call me if you have any questions.

Sincerely,

FL TAX HOLDINGS 2010, LTD., a Florida limited partnership,

By: FL Tax Holdings 2010, L.L.C., a Florida limited liability company, its general partner

By:_____
Paul M. Missigman, Manager

Agreed and Accepted this Day:

WATERVUE AT LAKE GENEVA PARTNERS, LTD., a Florida limited partnership

By: Southern Affordable Housing, Inc., a Florida not-for-profit corporation, its general partner

By:_____
Jay P. Brock, Executive Vice President

Date: March 19, 2026

2

MAXIMUM HOUSEHOLD INCOME LEVEL, BY HOUSEHOLD SIZE

ANTICIPATED 2026 HUD INCOMES/GROSS RENTS
BASED ON NOVOGRADAC ESTIMATES

State:	Florida	**Project:**	WaterVue at Lake Geneva
		County:	Lake
Data Area County/City:	Orlando MSA		

Number of Persons:		**Income Limits**							
Persons:		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Extremely Low Income	**30%**	24,150	27,600	31,050	34,470	37,230	39,990	42,750	45,510
Very Low Income	**50%**	40,250	46,000	51,750	57,450	62,050	66,650	71,250	75,850
	60%	48,300	55,200	62,100	68,940	74,460	79,980	85,500	91,020
Low Income	**80%**	64,400	73,600	82,800	91,920	99,280	106,640	114,000	121,360

Number of Bedrooms:	**0**	**1**	**2**	**3**	**4**
Number of People:	**1**	**1.5**	**3**	**4.5**	**6**
Income:		25,875	31,050	35,850	
x 30%:		7,762.50	9,315.00	10,755.00	
Monthly Rents:		**$646.87**	**$776.25**	**$896.25**	

30%	**AMI Rent Calculation**
	Very Low Income

Number of Bedrooms:	**0**	**1**	**2**	**3**	**4**
Number of People:	**1**	**1.5**	**3**	**4.5**	**6**
Income:		51,750	62,100	71,700	
x 30%:		15,525.00	18,630.00	21,510.00	
Monthly Rents:		**$1,293.75**	**$1,552.50**	**$1,792.50**	

60%	**AMI Rent Calculation**

Number of Bedrooms:	**0**	**1**	**2**	**3**	**4**
Number of People:	**1**	**1.5**	**3**	**4.5**	**6**
Income:		69,000	82,800	95,600	
x 30%:		20,700.00	24,840.00	28,680.00	
Monthly Rents:		**$1,725.00**	**$2,070.00**	**$2,390.00**	

80%	**AMI Rent Calculation**
	Low Income

UTILITY ALLOWANCE	**0**	**1**	**2**	**3**	**4**
Heating		9.00	10.00	12.00	
Cooking		6.00	9.00	11.00	
Other Electric		48.00	59.00	69.00	
Air Conditioning		21.00	30.00	40.00	
Water Heating		16.00	21.00	25.00	
Water		27.00	37.00	56.00	
Sewer		53.00	67.00	84.00	
TOTAL		**$180.00**	**$233.00**	**$297.00**	

NET RENT	**0**	**1**	**2**	**3**	**4**
30%		**$466.87**	**$543.25**	**$599.25**	
60%		**$1,113.75**	**$1,319.50**	**$1,495.50**	
80%		**$1,545.00**	**$1,837.00**	**$2,093.00**	

3

DESCRIPTION REFLECTING PORTION OF DEVELOPMENT THAT MEETS THE MINIMUM INCOME CRITERION

DESCRIPTION REFLECTING PORTION OF DEVELOPMENT THAT MEETS THE MINIMUM INCOME CRITERION

Watervue at Lake Geneva consists of 92 total units with 100% affordability.

14 units will be set-aside at the **Extremely Low Income** levels at 30% Area Median Income ("AMI"), 57 units will be set-aside at 60% AMI, 21 units will be set-aside at **Low Income** at 80% AMI.

This community intends to apply for 9% competitive housing credits and will commitment to a 50 year affordability set-aside period, through the FHFC RFP 2026-201.

WATERVUE AT LAKE GENEVA
LAKE COUNTY LOCAL CONTRIBUTION FOR AFFORDABLE HOUSING
SET-ASIDE COMMITMENT

Applicant selects Average Income for FHFC Minimum Set-Aside Commitment. See qualifying Total Set-Aside Breakdown Chart below.

Project Total # Bedrms	# Baths	# Units
1	1	24
2	2	60
3	2	8
	Total Units	92

15% @ 30% AMI Median # Bedrms	# Baths	# Units
1	1	4
2	2	8
3	2	2
	Total	14

62% @ 60% AMI Median # Bedrms	# Baths	# Units
1	1	14
2	2	37
3	2	6
	Total	57

57.04

23% @ 80% AMI Median # Bedrms	# Baths	# Units
1	1	6
2	2	15
3	2	0
	Total	21

Number of Residential Units	Percentage of Units	AMI Level, at or below:	Types of Units
	0.000%	20%	Housing Credit Units
14	15.217%	30%	
	0.000%	40%	
	0.000%	50%	
57	61.957%	60%	
	0.000%	70%	
21	22.826%	80%	
0	0.000%	Unrestricted	Market Rate Housing Units
92	100.000%		Total Qualifying HC Units
92	100.000%		Total Units
		60.000%	Average AMI of the Qualifying Units

The total number of units calculated here matches the total number of units stated at 6.a. All of the units have been entered in the AIT Set-Aside Chart. With a commitment of 92 qualifying units, the minimum IRS commitment of 40% (37 units) is met. The average AMI of the qualifying units must be 60% or less which is met with an average of 60.000%.The Development qualifies for the minimum FHFC RFA overall set-aside commitment of at least 75 Set-Aside Units for a for profit Applicant with a Demographic Commitment of Family. The minimum FHFC ELI commitment (at 30% AMI or less) of 15% (14 units) is met with an ELI commitment of 14 units.

4

TITLE SEARCH/TITLE OPINION

First American Title Insurance Company
PO Box 776123,Chicago, IL 60677-6123
(727)549-3200 / Fax: (866)265-4386

03/20/2026

Atlantic Housing
700 W Morse Blvd, Ste 220
Winter Park , FL 32789
Attention: Dawn Traub

Re: WaterVue at Geneva

Our File No.: 7222-6616600

Dear Dawn Traub

Pursuant to your request we have searched the Official Records of Lake County, Florida in relation to First American Title Policy No. 5011412-2021-6297557-O from the prior effective date of December 30, 2022 at 2:55 P.M. through March 12, 2026 at 8:00 A.M.. We have found the following of record:

Notice of Termination of Notice of Commencement recorded February 23, 2023 in Book 6096, Page 1093.

Notice of Commencement recorded March 7, 2023 in Book 6103, Page 1514.

Notice of Commencement recorded April 27, 2023 in Book 6131, Page 2250.

Ordinance 2023-004 recorded October 16, 2023 in Book 6227, Page 1055.

Temporary Construction Easement Agreement recorded September 26, 2025 in Book 6604, Page 1087.

Cost Sharing and Development Agreement recorded September 26, 2025 in Book 6604, Page 1104.

Recorded Notice of Environmental Resource Permit recorded February 2, 2026 in Book 6675, Page 1216.

NOTE: Taxes for the year 2025 have been PAID under Parcel ID #3318240003-000-03000 in the gross amount of $10,436.97.

This letter is a search limited to the Official Records as defined in Sections 28.001(1) and 28.222, Florida Statutes, from December 30, 2022 at 8:00 a.m. through March 12, 2026 at 8:00 a.m. LAKE County, Florida. The letter accurately reflects matters recorded and indexed in the Official Records of LAKE County, Florida, affecting the names and/or property described therein. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further lmited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Owner's Policy	Owner's Policy of Title Insurance (with Florida modifications) ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412- 2021-6297557-O**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

(This Policy is valid only when Schedules A and B are attached)

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. effect on the date the demand for arbitration is made, or, at the option of the Insured, the rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**

First American	Owner's Policy of Title Insurance
	ISSUED BY
Schedule A	**First American Title Insurance Company**
	POLICY NUMBER
	5011412-2021-6297557-O

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: 2021-6297557

Address Reference: 2307 Spring Lake Rd, Fruitland Park, FL

Amount of Insurance: $1,002,758.50 Premium: $1,524.95

Date of Policy: December 30, 2022 @ 2:55:02 P.M.
(or the date of recording of the instrument executed at closing vesting title in the insured, whichever is later)

1. Name of Insured:

   Southwinds Commercial, Ltd., a Florida limited partnership

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   Southwinds Commercial, Ltd., a Florida limited partnership

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

First American Title Insurance Company

By:
as Vice President of First American Title Insurance Company
(This Schedule A valid only when Schedule B is attached)

First American	ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-2021-6297557-O**
Exhibit A	

File No.: 2021-6297557

The land referred to herein below is situated in the County of Lake, State of FL, and described as follows:

From the Southwest corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, run S.89°20'30"E., along the South line of the said NE 1/4 of the SW 1/4, a distance of 209.20 feet to the POINT OF BEGINNING of this description; thence N.0°30'15"E. 1,325.45 feet to the North line of the said NE 1/4 of SW 1/4 of Section 33, thence run S.89°35'10"E., along the North line of the said NE 1/4 of the SW 1/4, a distance of 505.91 feet, thence run S.00°32'50"W. 1,116.62 feet, thence N.89°22'40"W. 231.40 feet, thence S.0°31'40"W. 210.90 feet to the South line of the said NE 1/4 of the SW 1/4 of Section 33, thence N.89°20'30"W., along the South line of the said NE 1/4 of the SW 1/4, 273.57 feet to the POINT OF BEGINNING. LESS AND EXCEPT the South 33 feet thereof.

First American	Owner's Policy of Title Insurance ISSUED BY **First American Title Insurance Company** POLICY NUMBER **5011412-2021-6297557-O**
Schedule B	

File No.: 2021-6297557

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.

2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.

4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.

5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.

6. Any minerals or mineral rights leased, granted or retained by current or prior owners.

7. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.

8. Right of Way Deed recorded in Book 979, Page 2251.

9. This Policy does not insure title to any part of the land lying below the ordinary high water mark of any abutting body of water.

10. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.

11. Riparian rights are not guaranteed or insured. Title to no portion of the herein described land lying below ordinary high water mark is hereby insured.

12. Assignment of Development Rights and Permits recorded June 20, 2022 in Book 5977, Page 1985.

13. Matters as shown on that certain ALTA/NSPS Land boundary survey dated March 29, 2022 prepared by Allen & Company, Job No. 20220222 showing the following:

1. Encroachment of asphalt gravel driveway across the South boundary line of subject the subject property.

2. A 6-foot private wooden fence encroaches the West boundary line of subject property.

3. A 4-foot chain linked fence encroaches the West boundary line of subject property.

Note: All of the recording information contained herein refers to the Public Records of Lake County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

NOTE: Exception(s) numbered 1-6 above is/are hereby deleted.

Note: All of the recording information contained herein refers to the Public Records of Lake County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

5

LEGAL DESCRIPTION

Exhibit "A"

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

From the Southwest corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, run S.89°20'30"E., along the South line of the said NE 1/4 of the SW 1/4, a distance of 209.20 feet to the POINT OF BEGINNING of this description; thence N.0°30'15"E. 1,325.45 feet to the North line of the said NE 1/4 of SW 1/4 of Section 33, thence run S.89°35'10"E., along the North line of the said NE 1/4 of the SW 1/4, a distance of 505.91 feet, thence run S.00°32'50"W. 1,116.62 feet, thence N.89°22'40"W. 231.40 feet, thence S.0°31'40"W. 210.90 feet to the South line of the said NE 1/4 of the SW 1/4 of Section 33, thence N.89°20'30"W., along the South line of the said NE 1/4 of the SW 1/4, 273.57 feet to the POINT OF BEGINNING. LESS AND EXCEPT the South 33 feet thereof.

6

COPY OF WARRANTY DEED/SITE CONTROL

Atlantic
HOUSING PARTNERS, LLLP

RE: WaterVue at Lake Geneva
Parcel ID: 33-18-24-0003-000-03000

The property referenced above is owned and controlled by the principals of Atlantic Housing Partners, L.L.L.P., and will remain as such during and after the transfer of the property to our Tax Credit Applicant upon award of the tax credit allocation.

The current owner of the property is Southwinds Commercial, Ltd., a Florida limited partnership, which is owned and controlled by the principals of Atlantic Housing Partners, L.L.L.P.

The Owner referenced in the application is our Tax Credit Applicant, WaterVue at Lake Geneva Partners, Ltd., a Florida limited partnership, which is also owned and controlled by the principals of Atlantic Housing Partners, L.L.L.P. Upon award of the tax credit allocation, the property will be transferred to WaterVue at Lake Geneva Partners, Ltd..

Enclosed please find the purchase agreement between Southwinds Commercial, Ltd. and WaterVue at Lake Geneva Partners, Ltd.

INSTRUMENT#: 2022166036 OR BK 6073 PG 1686 PAGES: 3 12/30/2022 2:55:02 PM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $27.00 DEED DOC:$7019.60

Prepared by and return to:

Scott D. Clark, Esq./dmt
Clark & Albaugh, LLP
700 W. Morse Boulevard, Suite 101
Winter Park, Florida 32789

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 30th day of December, 2022, by WATERVUE AT LAKE GENEVA INVESTMENT PARTNERS, L.L.C., a Florida limited liability company whose mailing address is 200 E Canton Ave Suite 102, Winter Park, Florida 32789 ("**Grantor**") to SOUTHWINDS COMMERCIAL, LTD., a Florida limited partnership whose mailing address is 200 E Canton Ave Suite 102, Winter Park, Florida 32789 ("**Grantee**").

W I T N E S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, certain real property located in Lake County, Florida ("**Property**") which is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

WITNESSES:

Lori Holycross
Witness
Print Name: Lori Holycross

Witness
Print Name: Emel H Milavetz

GRANTOR:

WATERVUE AT LAKE GENEVA INVESTMENT PARTNERS, L.L.C., a Florida limited liability company

By: _____
Name: Paul M. Missigman
Title: Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29 day of December, 2022, by Paul M. Missigman, as Manager of WATERVUE AT LAKE GENEVA INVESTMENT PARTNERS, L.L.C. He is ~~is~~ personally known to me or ( ) produced _____ as identification.

NOTARY PUBLIC, State of Florida

_____
Print Name
My Commission expires: _____
Serial No.: _____
(SEAL)

EMEL H. MILAVETZ
Notary Public, State of Florida
Commission No. HH 135262
My Commission Expires August 3, 2025

210

Exhibit "A"

The Land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

From the Southwest corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, run S.89°20'30"E., along the South line of the said NE 1/4 of the SW 1/4, a distance of 209.20 feet to the POINT OF BEGINNING of this description; thence N.0°30'15"E. 1,325.45 feet to the North line of the said NE 1/4 of SW 1/4 of Section 33, thence run S.89°35'10"E., along the North line of the said NE 1/4 of the SW 1/4, a distance of 505.91 feet, thence run S.00°32'50"W. 1,116.62 feet, thence N.89°22'40"W. 231.40 feet, thence S.0°31'40"W. 210.90 feet to the South line of the said NE 1/4 of the SW 1/4 of Section 33, thence N.89°20'30"W., along the South line of the said NE 1/4 of the SW 1/4, 273.57 feet to the POINT OF BEGINNING. LESS AND EXCEPT the South 33 feet thereof.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made by and between SOUTHWINDS COMMERCIAL, LTD., a Florida limited partnership ("Seller") and WATERVUE AT LAKE GENEVA PARTNERS, LTD., a Florida limited partnership ("Purchaser").

WITNESSETH:

1. **Premises**. Subject to the terms and conditions set forth below and for TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Seller and Purchaser, Seller shall convey to Purchaser and Purchaser shall purchase from Seller the following described parcel of property situated in Lake County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO (the "Premises").

2. **Purchase Price**. The sum of ONE MILLION, EIGHT HUNDRED FORTY THOUSAND AND 0/100 DOLLARS ($1,840,000.00), subject to adjustments, credits, and prorations as set forth herein (the "Purchase Price"), shall be paid by Purchaser to Seller in cash at Closing.

3. **Title Insurance and Survey**. Seller shall provide to Purchaser a title commitment (the "Title Commitment") for an ALTA Form B, Marketability Policy (the "Title Policy") issued by an agent of Fidelity National Title Insurance Company (the "Title Insurance Company") covering title to the Premises. Purchaser may obtain a survey (the "Survey").

4. **Unpermitted Exceptions and Survey Defects**. If the Survey, the Title Commitment, or Purchaser's inspection of the Premises or the improvements thereon discloses any exceptions, requirements, necessary repairs, encroachments, or other issues which are not acceptable to Purchaser, in Purchaser's sole discretion, Purchaser shall have the right to either (a) terminate this Agreement upon written notice to Seller with neither party having any further obligation hereunder, or (b) waive such objection and proceed to Closing with no requirement that Seller make any changes or repairs.

5. **Seller's Documents**. Seller shall execute and deliver to Purchaser at Closing, the following:

a. A deed executed by Seller conveying to Purchaser fee simple title to the Premises;

b. Such other Closing documents as reasonably may be required to consummate the transaction, or which may be required by the Title Insurance Company in order to issue the Title Policy as required by the Title Commitment.

6. **Expense Provisions**. Any and all costs related to the Closing including but not limited to documentary stamps and transfer/sales taxes, the cost of recording the deed, the cost of the Survey, and the title insurance premium shall be paid by Purchaser on or before Closing.

7. **Closing**. Subject to the terms and conditions hereof, the Closing of this transaction shall be completed, on or before March 31, 2027 (the "Closing Date"), with the agent of the Title Insurance Company acting as the Escrow Agent. At Purchaser's option, the Closing may be held sooner so long as

Purchaser gives Seller notice of the revised Closing Date. Seller shall deliver possession of the Premises to Purchaser on the Closing Date.

8. **Taxes and Expenses**. Real estate taxes shall be prorated as of the day of Closing. Purchaser shall be responsible for all taxes or other expenses which are due on or after closing.

9. **Contract Construction**. This Agreement shall not be interpreted against either party solely because such party drafted the Agreement.

10. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **No Representations or Warranties**. Seller makes no representations or warranties to Purchaser and it is agreed by Seller and Purchaser that the Premises is sold in as "as is" and "where is" condition with no reliance on any representations made by Seller. Purchaser agrees that it will use its own due diligence on or before May 30, 2025, to determine whether or not the Premises and any improvements thereon are fit for Purchaser's intended purposes.

12. **Amendments**. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by, a written instrument executed by Seller and Purchaser.

13. **Law**. This Agreement shall be governed by and construed in accordance with Florida law.

14. **Section Headings**. The section headings inserted in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge or affect the scope or intent of this Agreement, nor the meaning of any provision hereof.

15. **Merger of Prior Agreements**. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

16. **Attorneys' Fees and Costs**. In any litigation arising out of or pertaining to this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, whether incurred before, after or during trial, or upon any appellate level.

17. **Time**. Time is of the essence of this Agreement. When any time period specified herein falls or ends upon a Saturday, Sunday or legal holiday, the time period shall automatically extend to 5:00 P.M. on the next ensuing business day.

18. **Counterparts and Fax**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. It is the intent of the parties to circulate original signature copies, however, fax copies shall be deemed originals until original signatures are obtained.

19. **Default.** In the event of a default by Seller, Purchaser shall be entitled to demand and receive specific performance of this Agreement.

THIS PURCHASE AGREEMENT has been executed by the parties below and shall be effective March ___, 2026.

"SELLER"

SOUTHWINDS COMMERCIAL, LTD., a Florida limited partnership

By: Southwinds Cove Managers II, L.L.C., a Florida limited liability company, its general partner

By: _____
Paul M. Missigman, Manager
Date: 3/19/26

"PURCHASER"

WATERVUE AT LAKE GENEVA PARTNERS, LTD., a Florida limited partnership

By: Southern Affordable Services, Inc., a Florida not-for-profit corporation, its general partner

By: _____
Jay P. Brock, Executive Vice President
Date: 3/19/26

EXHIBIT "A"

Legal Description

The land referred to herein below is situated in the County of Lake, State of FL, and described as follows:

From the Southwest corner of the NE 1/4 of the SW 1/4 of Section 33, Township 18 South, Range 24 East, in Lake County, Florida, run S.89°20'30"E., along the South line of the said NE 1/4 of the SW 1/4, a distance of 209.20 feet to the POINT OF BEGINNING of this description; thence N.0°30'15"E. 1,325.45 feet to the North line of the said NE 1/4 of SW 1/4 of Section 33, thence run S.89°35'10"E., along the North line of the said NE 1/4 of the SW 1/4, a distance of 505.91 feet, thence run S.00°32'50"W. 1,116.62 feet, thence N.89°22'40"W. 231.40 feet, thence S.0°31'40"W. 210.90 feet to the South line of the said NE 1/4 of the SW 1/4 of Section 33, thence N.89°20'30"W., along the South line of the said NE 1/4 of the SW 1/4, 273.57 feet to the POINT OF BEGINNING. LESS AND EXCEPT the South 33 feet thereof.

7

STATUS OF SITE PLAN APPROVAL

Atlantic
HOUSING PARTNERS, LLLP

The WaterVue at Lake Geneva project has responded to final comments by the City of Fruitland Park Technical Review Committee (TRC) review by Staff, and is expected to receive approval from the Fruitland Park Planning & Zoning Board and City Commission in April 2026.

In addition, Atlantic Housing Partners has proceeded with completion of construction documents for building permits, and has completed the first round of Private Provider review. We anticipate obtaining Private Provider plan approval by April 2026, followed by approval from the City of Fruitland Park.

Please refer to the following letters from the City of Fruitland Park and our licensed engineers:

- Madden, Morehead & Stokes – permit status from Atlantic Housing Partners' engineer
- City of Fruitland Park – 12/29/25 Development Review Letter
- HALFF (City of Fruitland Park Engineer) – 12/12/25 Approval Letter
- Universal Engineering Services – building plan review status from Private Provider

The full set of Permit Drawings can be accessed at the following link:

WaterVue at Lake Geneva - Permit Drawings

MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

March 18, 2026

Atlantic Housing Partners, L.L.L.P.
Attn: Craig Thomas
200 E. Canton Ave., Ste. 102
Winter Park, Fl 32789

Re: WaterVue at Lake Geneva

Dear Mr. Thomas:

Madden, Moorhead & Stokes, LLC has been retained by Atlantic Housing Partners L.L.L.P. for Civil Engineering services in connection with WaterVue at Lake Geneva. As of December 22, 2025, the project has been permitted by the SJRWMD in accordance with the attached permit. In addition, the plans have been substantially approved by the Fruitland Park City Engineer per the attached letter dated December 12, 2025, and as of the attached letter dated December 29, 2025, there are no remaining comments from City Staff. At present, the project is awaiting final approval from City Council which we anticipate receiving following the April 16, 2026 Planning & Zoning Board Meeting.

If you have any questions, please don't hesitate to contact our office.

Sincerely,

David A Stokes

Digitally signed by David A Stokes
Date: 2026.03.18 14:51:30 -04'00'

David A. Stokes, P.E.
President

H:\Data\22MMS0200-2307 Spring Lake Road-Fruitland Park\Cor\Letter - Application for Funding 3-18-2026.doc

DEVELOPMENT REVIEW LETTER
WATERVUE AT LAKE GENEVA
MAJOR SITE PLAN
12/29/2025

Property Owner(s): Southwinds Commercial Ltd (Paul M. Missigman)
Applicant: Southwinds Commercial Ltd (Paul M. Missigman)
Owner/Applicant Email: m.gauthier@atlantichousing.com
Owner/Applicant Mailing Address: 200 E. Canton Ave Suite 102
Winter Park, FL 32789
Project Name: WaterVUE at Lake Geneva
Alt Key(s): 1284368
Project Address: 2307 Spring Lake Road

Dear Mr. Missigman,

Contained herein are the comments following informal TRC review.

City Attorney Review:
No comment at time of review letter.

City Engineer Review:
See enclosed review letter.

City Land Planner Review:
No comment at this time.

City Building Review:
No comment at time of review letter.

City Code Enforcement Review:
No comments at this time.

City Fire Review:
No comment at time of review letter.

City Floodplain Review:
No comment at time of review letter.

City Manager Review:
No comment at time of review letter.

City Police Review:
No comment at time of review letter.

City Public Works Department Review:
No comment at time of review letter.

City of Leesburg Electric Review:
No comment at time of review letter.

City of Leesburg Gas Review:
Gas is available.

SECO Energy Review:
This project is not located in SECO's service territory. We have no comments or objections.

Lake County Economic Development Review:
No comment at time of review letter.

Lake County Fire Review:
No comment at time of review letter.

Lake County Public Schools Review:
No comment at time of review letter.

Lake County Public Works Review:
No comment at time of review letter.

Enc (1)

VIA EMAIL echurch@fruitlandpark.org

December 12, 2025

Emily Church
Administrative Assistant
City of Fruitland Park
506 W. Berckman Street
Fruitland Park, FL 34731

RE: WATERVUE AT LAKE GENEVA (AVO 043866.165)

Dear Ms. Church:

Per your email request dated December 9, 2025, I have reviewed the documents which were included in the drop box for the above referenced project. Based on my review, I have no further comments.

Should you have any questions, please feel free to contact our office at 352-343-8481.

Sincerely,
HALFF

Brett J. Tobias, P.E.
Associate Vice President
Operations Manager, Tavares
btobias@halff.com

BJT:ab

WaterVue Lake Geneva Project

To whom it may concern,

UES Professional Solutions, LLC (UES) has been retained by Atlantic Housing Partners L.L.L.P. for Third Party Plan Review and Inspections as authorized under Florida's Private Provider Statute 553.791. The first review of construction plans has been completed, and we anticipate plan approval by April 2026.

Signed,

Mike Navarra

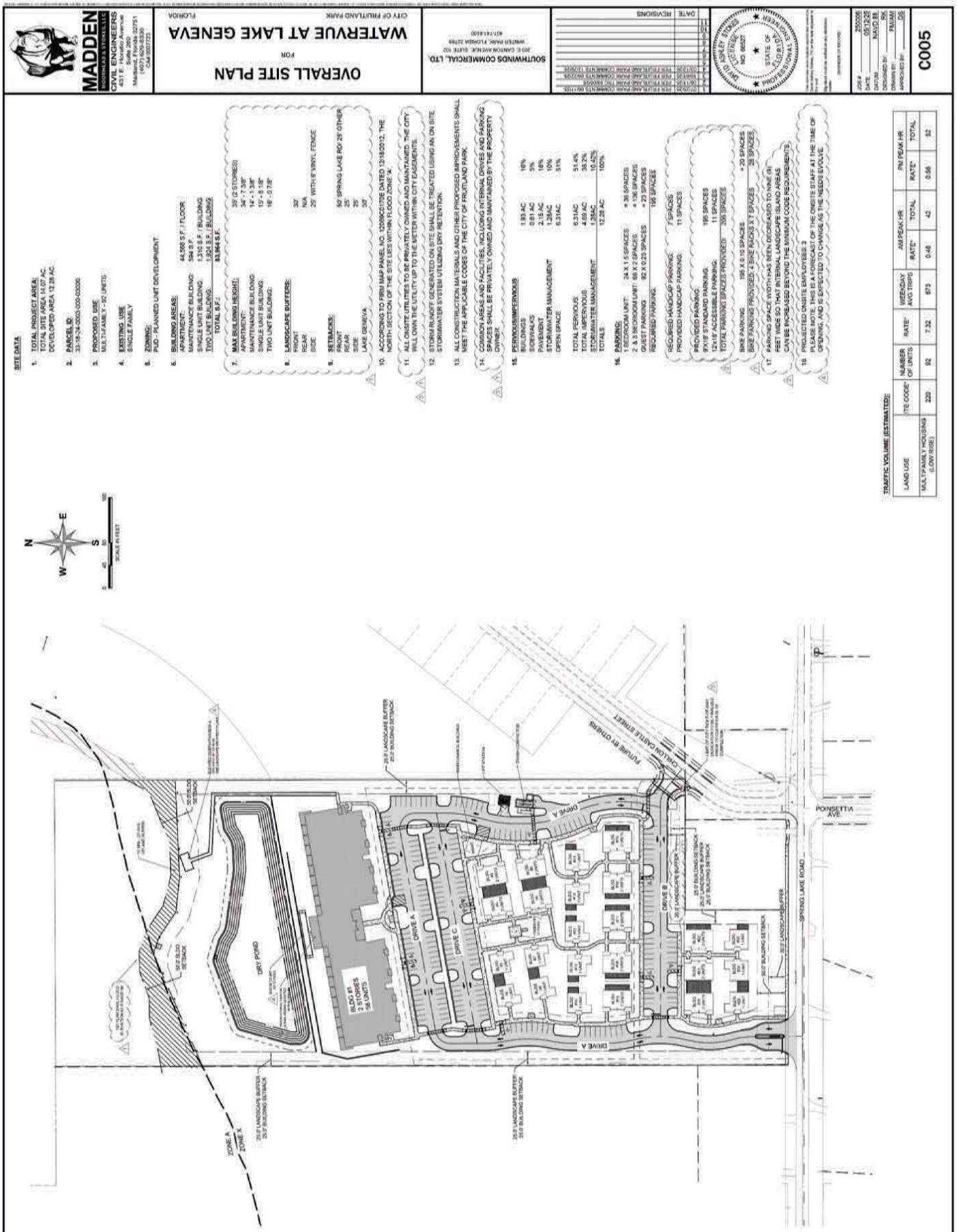
Building Inspections Department Manager

8

SITE PLAN WITH ACREAGE, PROPOSED NUMBER OF DWELLING UNITS AND AMENITIES

Site Plan with Acreage

*Link to full set of drawings under Attachment 7



Dwelling Units - Location and Quantity

No. Units	Unit Type	Bed	Bath	Gross Sq. Ft.
33	B1	2	2	1,237
1	B1-HV	2	2	1,237
2	B1-UFAs	2	2	1,237
7	B2	2	2	1,252
1	B2-HV	2	2	1,252
4	B3	2	2	1,376
7	C1	3	2	1,330
1	C1-UFAS	3	2	1,330
22	VILLA A	1	1	960
1	VILLA A – HV	1	1	960
1	VILLA A – U	1	1	960
10	VILLA B	2	2	1,364
1	VILLA B - HV	2	2	1,364
1	VILLA B - U	2	2	1,364
92	Total Units			
168	Total Bedrooms			

Dwelling Units – Interior Layouts

Garden Villa – 1 Bedroom / 1 Bath

Garden Villa – 2 Bedroom / 2 Bath

Dwelling Units – Interior Layouts

Lakeview Apartment – 2 Bedroom / 1 Bath

Garden Apartment – 3 Bedroom / 2 Bath

Amenities

- Lakefront Community Living
- Clubhouse and Communal Gathering Space
- Catering Kitchen
- Billiards Area
- Indoor Lounge and Media Center
- Fitness Center
- Resident Service Space
- Community Patio & Outdoor Lounge Space
- Outdoor Recreation Court - Bocce / Cornhole
- Courtyard Garden and Gazebo
- Lakefront Deck with Seating Area

Amenities

9

PROXIMITY OF PROJECT TO UTILITY SERVICES

Atlantic
HOUSING PARTNERS, LLLP

RE: WaterVue at Lake Geneva – Location of Utilities
Parcel ID: 33-18-24-0003-000-03000

The WaterVue at Lake Geneva project has undergone a full review with the Technical Review Committee (TRC) in the City of Fruitland Park, including the City Engineer, Fire Department, City Public Works, Leesburg Electric, Leesburg Gas, and Lake County Public Works.

All utility locations, sizing, and tie-ins have been reviewed and approved and approved by all departments as evidenced in the enclosed Development Review Letters under Attachment 7.

10

PROXIMITY TO PUBLIC TRANSPORTATION

PROXIMITY TO PUBLIC TRANSPORTATION

DEVELOPMENT LOCATION POINT

N28 52 36.61
W81 54 50.47

PUBLIC TRANSPORTATION - LAKE XPRESS ROUTE 1A

N28 52 35.10
W81 54 24.03

Distance: .44 Miles from Development Location Point

11

IDENTIFY IF PROJECT IS BEING CONSTRUCTED FOR ITS OWN EMPLOYEES

IDENTIFY WHETHER PROJECT IS BEING CONSTRUCTED FOR ITS OWN EMPLOYEES

No, the project is not being constructed for its own employees.

12

IDENTIFY IF PROJECT IS BEING CONSTRUCTED FOR SPECIFIC TARGET GROUP

IDENTIFY THE PROJECT BEING CONSTRUCTED FOR A SPECIFIC TARGET GROUP
(WORKFORCE, SENIORS, TRANSITIONAL OR BRIDGE HOUSING)

The project does not have a specific target group and anyone that meets the income and application criteria is eligible for housing, including family and seniors. With the units set-aside at 30%, 60% and 80% AMI, it offers housing for Extremely Low and Low Income individual or families, including those that may qualify for Workforce Housing.

13

SHIP OR HOME PROGRAM GUIDELINES

A.

CONTRUBTION – LOAN FORMS

Florida Housing Finance Corporation Local Government Area Of Opportunity Funding Form

Name of Development: WaterVue at Lake Geneva

Development Location: 2307 Spring Lake Road, Fruitland Park

(At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The city/county of Lake commits $_____ as a cash grant and/or commits $_____ as a cash loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Acknowledgements

The contribution is intended to be a Local Government Area of Opportunity Contribution for use in RFA 2026-201, making this Development potentially eligible for the Local Government Area of Opportunity Goal.

The city/county stated above acknowledges that the RFA allows each city and county to contribute funding in the form of a cash loan and/or cash grant to a maximum of one Development. The city/county stated above has contributed Local Government Area of Opportunity funding only for the above-named Development and has not contributed Local Government Area of Opportunity to any other Development competing in this same RFA.

I have read and understand the Local Government Area of Opportunity qualifications of the above referenced RFA, which includes understanding that the city/county stated above may receive lower preference for the Local Government Area of Opportunity Goal in a future corresponding RFA for up to two years.

No consideration or promise of consideration has been given with respect to the loan or grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan or grant must be effective as of the Application Deadline for the applicable RFA and is provided specifically with respect to the proposed Development.

Certification

The contribution stated above is for the Applicant's use and is solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

Signature	Print or Type Name
Print or Type Title	Date Signed - This form is valid for nine months from this date.

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons, as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

Florida Housing Finance Corporation Local Government Verification Of Contribution Form

Name of Development: WaterVue at Lake Geneva

Development Location: 2307 Spring Lake Road, Fruitland Park

(At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

Information regarding the Contribution*

Type of the ONE contribution to be used as a source*	Face amount of ONE contribution*	Net present value amount, if applicable	Contribution amount (face amount minus net present value)
Fee Deferral			
Fee Waiver		Not applicable	Not applicable
Grant		Not applicable	Not applicable
Loan to be repaid			
Loan with forgiveness		Not applicable	Not applicable

*Each form can be used for one type of funding contribution. Use multiple forms if contributing multiple types of funding sources to the same Development (e.g. a combination of loans and grants).

This contribution will not be considered Local Government Area of Opportunity funding. In certain RFAs, this contribution may make the Development eligible for points or other preferences in the selection process. There is no limit on the number of such contributions the Local Government stated above may make to Developments competing in the same RFA. Additionally, loans and grants will be eligible to be considered as a source of funding for the Development.

Certification

This amount is valid for 12 months from the date signed and may be used in any RFA in which the Applicant applies during that time unless a specific RFA is designated here: 2026-201. (Designate an RFA number here if the contribution is only valid in a specific RFA and not intended to be submitted in any other RFA.)

The city/county of Lake commits the contribution stated above for the Applicant for its use solely for assisting the proposed Development referenced above. I certify that the foregoing information is true and correct, and that this commitment is effective at least through the date required in the applicable RFA.

Signature _____ Print or Type Name _____

Print or Type Title _____ Date Signed _____

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, such as the Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons as described above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

B.

STATUS OF SITE PLAN APPROVAL

SEE ATTACHMENT 7

C.

SITE PLAN WITH ACREAGE, PROPOSED NUMBER OF DWELLING UNITS AND AMENITIES

SEE ATTACHMENT 8

D.

PROPOSED SQUARE FOOTAGE AND NUMBER OF BEDROOMS IN EACH DWELLING UNIT

THE PROPOSED SQUARE FOOTAGE AND NUMBER OF BEDROOMS IN EACH DWELLING UNIT OF THE DEVELOPMENT

No. Units	Unit Type	Bed	Bath	Gross Sq. Ft.
33	B1	2	2	1,237
1	B1-HV	2	2	1,237
2	B1-UFAs	2	2	1,237
7	B2	2	2	1,252
1	B2-HV	2	2	1,252
4	B3	2	2	1,376
7	C1	3	2	1,330
1	C1-UFAS	3	2	1,330
22	VILLA A	1	1	960
1	VILLA A – HV	1	1	960
1	VILLA A – U	1	1	960
10	VILLA B	2	2	1,364
1	VILLA B - HV	2	2	1,364
1	VILLA B - U	2	2	1,364
92	Total Units			
168	Total Bedrooms			

E.

DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: WaterVue at Lake Geneva

Development Location: 2307 Spring Lake Road, Fruitland Park, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

Number of Units in the Development: 92

This number must be equal to or greater than the number of units stated by the Applicant in Exhibit A of the RFA.

The undersigned Local Government representative confirms that, as of the date that this form was signed, the above referenced Development's proposed number of units, density, and intended use (i) are consistent with current land use regulations and zoning designation; OR (ii) are approved pursuant to sections 125.01055(6) and 166.04151(6), Florida Statutes; OR (iii) are consistent with sections 125.01055 (7) and 166.04151 (7), Florida Statutes; OR, (iv) if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use.

CERTIFICATION

I certify that the City/County of Fruitland Park (Name of City/County) has vested in me the authority to verify consistency with local land use regulations and zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapter 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature

Karen Manila
Print or Type Name

City Manager
Print or Type Title

3/25/25
Date Signed

506 W. Berckman
Address (street address, city, state)

Fruitland Park, FL 34731
Address (street address, city, state)

352-360-6727
Telephone Number (including area code)

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from elected local government officials are not acceptable, nor are other signatories. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

F.

AVAILABILITY OF INFRASTRUCTURE

FLORIDA HOUSING FINANCE CORPORATION
VERIFICATION OF AVAILABILITY OF INFRASTRUCTURE - ROADS

Name of Development: WaterVue at Lake Geneva

Development Location: 2307 Spring Lake Road, Fruitland Park, FL

At a minimum, provide the address number, street name and city and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). The location of all Scattered Sites, if applicable, must also be included.

The undersigned service provider confirms that, as of the date that this form was signed, the above referenced Development Location met the following:

1. Existing paved roads provide access to the proposed Development, or there are no known impediments to the construction of paved roads to connect part of the proposed Development to existing paved roads;
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development; and
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Signature	Lake County Public Works Department Name of Entity Providing Service
Fred Schneider Print or Type Name	
Assistant County Manager Print or Type Title	323 N. Sinclair Ave., Tavares, FL 32778 Address (street address, city, state)
3/27/25 Date Signed	352-253-6000 Telephone Number (including area code)

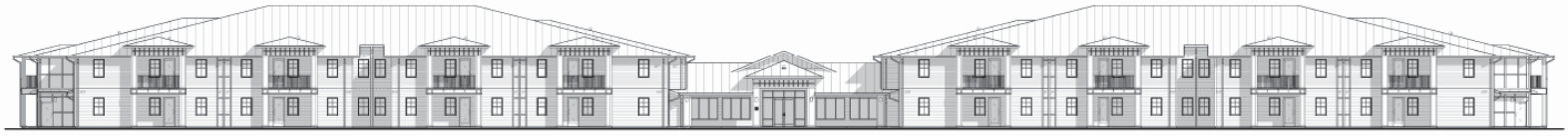
This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from elected local government officials are not acceptable. If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

G.

ELEVATIONS

The full set of Permit Drawings can be accessed at the following link: WaterVue at Lake Geneva - Permit Drawings

Building Elevations



Lakeview Apartment Building - Overall

Lakeview Apartment Building – Entrance & Club

Garden Villa (A)

Garden Villa (B)

H.

PROOF OF OWNERSHIP/SITE CONTROL

SEE ATTACHMENT 6

I.

PROPOSED RENTS BY BEDROOM SIZE

SEE ATTACHMENT 1

J.

WRITTEN COMMITMENT THAT THE RENT AND INCOME RESTRICTIONS ON THE PROPOSED DEVELOPMENT WILL REMAIN IN EFFECT THROUGHOUT THE WAIVER AGREEMENT PERIOD

COMMITMENT THAT THE RENT AND INCOME RESTRICTIONS WILL REMAIN IN EFFECT THROUGHOUT THE WAIVER AGREEMENT PERIOD

Watervue at Lake Geneva Partners, Ltd. the "Owner" of Watervue at Lake Geneva, located at 2307 Spring Lake Road, Fruitland Park, FL 34731, commits to maintain the rent and income restrictions imposed by the Lake County Waiver Agreement throughout the duration of the waiver, along with the loan agreement period.

Watervue at Lake Geneva Partners, Ltd.,
a Florida limited partnership

By: Southern Affordable Services, Inc.,
a Florida not-for-profit corporation, its general partner

By: _____ _____
Jay P. Brock, Executive Vice President of the General Partner of the Applicant