

**TERM CONTRACT FOR
CAULKING, JOINT SEALING, AND PRESSURE WASHER SERVICES
(IFB-603017-17/TLR)**

THIS AGREEMENT is dated as of the 21st day of February 2018, by and between LAMPHIER COMPANY, duly authorized to conduct business in the State of Florida, whose address is 131 Commerce Way, Sanford, Florida 32771, in this Agreement referred to as "CONTRACTOR," and SEMINOLE COUNTY, a charter county political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY."

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide all supervision, labor, equipment, material, tools, machinery, transportation, and incidentals necessary to provide Caulking, Joint Sealing and Pressure Washing Services on an as-needed basis on COUNTY owned properties; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package and all addenda to this package. Required materials and services will be

specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Release Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the professional services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued for a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Release Order; but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order materials and services actually provided; but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are furnished, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice will be sent to:

Facilities and Property Management
205 West County Home Road
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. Responsibilities of CONTRACTOR. COUNTY's review, approval, acceptance, payment, or any combination of these actions with respect to this Agreement does not operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials and services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR shall neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY has the right to terminate this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. CONTRACTOR shall hold harmless, release, and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of services under this Agreement. This hold harmless,

release, and indemnification by CONTRACTOR includes any claim based on negligence, action, or inaction of CONTRACTOR.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance must contain a statement that it is being provided in accordance with the insurance requirements as stated in this Section, and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance must have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove this authorization by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, then as soon as CONTRACTOR has knowledge of any such circumstance, CONTRACTOR shall immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance must become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY will constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements, other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) is required to be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover it for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage must include owned, non-owned and hired autos, or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) must be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR must be a minimum of three times (3x) the per-accident limit required and will apply separately to each policy year or part of it.

(C) The minimum amount of coverage under the Business Auto Policy is required to be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement will apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an

occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees or its agents of liability from any obligation under this Section or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies and disputes between the parties under this Agreement, except disputes addressed by the Prompt Payment Procedures arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above, of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through

voluntary mediation and to select a mutually acceptable mediator. The parties participating in the mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall perform the following:

(1) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) Contractor shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

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

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and

expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Facilities and Property Management
205 West County Home Road
Sanford, Florida 32773

For CONTRACTOR:

Lamphier Company
Post Office Box 471057
Lake Monroe, FL 32747-8057

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 30. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

LAMPHIER COMPANY

By: [Signature]
ROBERT W. LAMPHIER, Principal

Date: 2-14-18

SEMINOLE COUNTY, FLORIDA

Tammy Roberts
Witness

Tammy Roberts
Print Name

G. Marrozos
Witness

Gladys Marrozos
Print Name

By: [Signature]
for RAY HOOPER, Purchasing and
Contracts Manager

Date: 2/21/18

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

DGS/dre
1/18/18

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

P:\Users\Legal Secretary CSB\Purchasing 2018\IFB 603017 Lamphier Company.docx

EXHIBIT A
Caulking & Joint Sealing and Pressure Washing Services

Contractor(s) shall furnish all supervision, labor, equipment, material, tools, machinery, transportation and incidentals necessary to provide Caulking & Joint Sealing and/or Pressure Washing Services on an as-needed basis on County owned properties. Qualified Contractors may choose to bid on all or parts of the services requested herein.

PART I - CAULKING & JOINT SEALING

I. GENERAL:

- A.** The Contractor shall furnish at their expense all supervision, labor, equipment, material, tools, machinery, transportation, incidentals, and services necessary to fully complete the project.
- B.** The Contractor shall coordinate all activities with the designated County representative.
- C.** The Contractor shall complete all work to the satisfaction of the designated County representative.
- D.** The Contractor shall not use County dumpsters, trash bins, or other County contracted services to dispose of the materials.
- E.** The Contractor shall arrange for a timely inspection of the completed project with the designated County representative.
- F.** The Contractor shall post all normal safety signs, necessary light, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.
- G.** The Contractor shall provide vehicles licensed for use on public streets and licensed in the State of Florida. Vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.
- H.** The Contractor's employees shall wear uniform shirts with identification name tags to include employee's name, company name and/or logo.
- I.** The Contractor shall assume all responsibility to ensure that all primers, caulking, patching, sealants are mutually compatible and comprise a system approved by the joint sealant product manufacturer. Product shall be applicable and compatible with the surfaces to be prepared and treated.
- J.** The Contractor shall be approved by the Joint Sealant System Manufacturer for installation of the approved products.
- K.** The Contractor shall provide MSDS data sheets for all applicable products.
- L.** The Contractor's equipment and application tools shall be in good and safe condition and suitable for the application for which it is being used.
- M.** The work may include removal of old caulking and backer rod, preparation, repair, installation of new backer rod, caulking, and sealing of substrates and joint systems to seal out rain/water, air, wind, vermin, heat, and cold at the designated location. Work to be performed on an as-needed basis and each Purchase Order will describe the specific work to be performed. Work may include but is not limited to:
 - a) Re-caulk all window and door perimeters joints.
 - b) Re-caulk all wall penetrations, expansion, and construction joints.

- c) Re-caulk all exterior architectural enhancement/ornaments and building connections and expansion joints.
- d) Re-caulk all glass to metal and metal to metal at window systems and metal to concrete / stucco.

N. Water Repellant / Sealer: Protectosil Chem. – Trete 40 VOC, or equivalent.

II. QUALITY ASSURANCE.

- A. All materials for application to surfaces shall be delivered to the site in their original, unopened containers with original labels.
- B. Only products that are compatible with the manufacturer's specification shall be used.
- C. Joint sealant and associated products shall comprise a complete system as provided by the manufacturer.
- D. Contractor shall submit product manufacturer's data catalog cut and MSDS sheets for products used.
- E. It shall be the Contractor's responsibility to provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- F. Applications and products used shall be made in strict conformance with the manufacturer's joint sealing system instruction on the labels and products data sheets.
- G. Materials shall be kept at proper and uniform consistency.
- H. There shall be no lead or mercury content in any materials applied to surfaces as part of this work.
- I. Sealants used for crack repairs must be either silicone or silyl-terminated polyether. Color must match existing surfaces. Suggested Sealant – polyurethane, urethane, and silicone. Backing materials shall be compatible with the sealant.
- J. Contractor shall not proceed with installation of joint sealants when ambient and substrate temperature and conditions are outside the limits permitted by joint sealant manufacturers and/or when joint substrates are wet.
- K. Contractor must use joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.
- L. Joint Width Conditions: Contractor shall not proceed with installation of joint sealants where joint width is less than allowed by joint sealant manufacturer for application indicated.
- M. Joint Substrate Conditions: Contractor shall not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

III. EXECUTION.

A. EXAMINATION:

- i. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- ii. Contractor shall thoroughly examine bid documents and shall thoroughly acquaint himself with the site and with the field conditions affecting the work. Contractor shall verify necessary dimensions and all information in the field before starting the work. The Contractor shall take own field measurements and be responsible for the same.
- iii. Contractor shall verify conditions on the job so that all work will properly coordinate with, and join any previously work.

B. REMOVAL OF JOINT SEALANTS:

- i. Cut out joint sealant without altering the appearance of the structure including edges, face of building and without appreciably widening joint width.
- ii. Remove embedded dust and debris from joint faces.

C. SURFACE CLEANING OF JOINTS: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

- i. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- ii. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 1. Concrete.
 2. Masonry.
 3. Unglazed surfaces of ceramic tile.
 4. Exterior insulation and finish systems.
- iii. Remove laitance and form-release agents from concrete.
- iv. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

1. Metal.
 2. Glass.
 3. Porcelain enamel.
 4. Glazed surfaces of ceramic tile.
- v. **JOINT PRIMING:** Contractor must use material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant substrate tests and field tests. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint sealant bond. Contractor shall protect sills, ledges and projections from droppings and spillage to adjoining surfaces.
- vi. **MASKING TAPE:** Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

D. INSTALLATION OF JOINT SEALANTS:

- i. **GENERAL:** Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- ii. **SEALANT INSTALLATION STANDARD:** Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- iii. Contractor shall provide sealant backings of materials and type that are non-staining; are compatible with joint substrates, sealants, primers and other joints fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- iv. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 1. Do not leave gaps between ends of sealant backings.
 2. Do not stretch, twist, puncture, or tear sealant backings.
 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- v. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- vi. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. TOOLING OF NON-SAG SEALANTS:

- i. Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193. Use masking tape to protect surfaces adjacent to recessed tooled joints.

F. ACOUSTICAL SEALANT INSTALLATION:

- i. At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

G. FINISH:

- i. Remove spots or defacement resulting from work. If spots or defacement cannot be satisfactorily removed and retouched, contractor shall re-finish the surfaces as directed by the County Project Manager.

IV. SAFETY PRECAUTIONS:

- A. Provide adequate barricades, railings, overhead protection, safety nets, etc., to safeguard the public and workmen from falling debris.
- B. Sidewalks and paths shall be protected, kept free of obstructions and maintained in a safe and satisfactory condition.
- C. The Contractor shall provide barricades, erect and maintain barricades, warning signs, flags, lights, as may be necessary to protect the work and safeguard the workmen and the general public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.
- D. The Contractor shall at all times guard against damage or loss to the property of the County, the Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Contractor(s) shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, Contractor shall provide for the prompt removal of all debris from County property. Seminole County may withhold payment or make such

deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or their agents.

V. WARRANTY.

A. SPECIAL INSTALLER'S WARRANTY: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

i. **WARRANTY PERIOD:** Five years from date of Completion and acceptance.

B. SPECIAL MANUFACTURER'S WARRANTY: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

i. **WARRANTY.** The contractor agrees that, unless expressly stated otherwise in the bid response, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

- i. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
- ii. Disintegration of joint substrates from natural causes exceeding design specifications.
- iii. Mechanical damage caused by individuals, tools, or other outside agents.
- iv. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART II - PRESSURE WASHING SERVICES

Contractor will provide all labor, supervision, equipment, coordination, transportation, clean up and incidentals necessary to provide all pressure washing on an as-needed basis.

1. PROCEDURES

- A.** All preparations and material applications shall be in strict accordance with the material manufacturer's directions/instructions. Materials shall be commercial products specifically manufactured for the task specified.
- B.** Contractor shall examine all surfaces prior to starting the job, and notify the Project Manager of any loose paint, damaged or rotten areas. Contractor shall not allow any solutions to get under doors or around windows.
- C.** Place barriers/traffic cones to delineate construction area and keep traffic out of the work area. Contractor is responsible to verify all vehicles are parked away from the work area.
- D.** Isolate dust and debris to work area. All adjacent plants, surfaces, equipment, etc. shall be protected from damage.

2. STAIN REMOVAL:

- A.** Examine surfaces and identify stains that are present. Remove all gum spots, tar spots, and bird droppings from surfaces.
- B.** Select commercially available stain remover, follow manufactures recommendation. A copy of the Material Safety Data Sheet shall be provided for each product used. The Contractor shall comply with all County, State and federal regulations in use, application and disposal of products used to perform this work.
- C.** All stains shall be removed including, but not limited to mold, mildew, rust /iron, oil, grease, tree leaves, cob webs, asphalt tar, paint, epoxy coating, caulking, mortar smears, tire skid marks, tobacco, moss, etc.
 - I.** Care shall be taken not to discolor the color of any concrete, pavement, or other building finish material.
 - II.** Care shall be taken not to damage the walls, ceiling, lights and architectural enhancements/ornaments.
- D.** A commercial cleaning detergent shall be allowed to sit as specified by the material manufacturer and then removed with a high pressure water sprayer. It may be necessary to apply full strength solution with chemical brush for difficult areas.
- E.** Remove mud nests, cobwebs and built-up residue/grime by brushing and low pressure washing.
- F.** All residues shall be removed from windows, and the windows shall be cleaned if Project Manager deems it necessary.

3. OVERALL CLEANING:

- A.** Overall cleaning shall start only after the removal of all stains.
- B.** Overall cleaning shall remove accumulated grime, dirt, and efflorescence.

- C. A commercial detergent and acid cleaner specifically designed for removal of grime and efflorescence shall be used.
 - I. Application procedures shall be in accordance with the manufacturer's recommendations.
 - II. Test cleaning compound on a small, unobtrusive area to ensure cleaner does not result in changing color of the concrete.
- D. Ensure any cleaning chemicals drain across pavement and not into grass of vegetation.
- E. Ensure any cleaner residue is removed from low spots areas and that those low spots areas are cleaned thoroughly.

4. **PRESSURE WASHING:**

- A. Contractor shall use pressure cleaning equipment/PSI/GPM specific for the job (stucco, wood, roof, glass, aluminum, etc.).
- B. All chemicals used for the performance of this contract shall be approved "Green Seal" labeled or equivalent. Chemicals used shall be environmentally safe and non-toxic.
 - I. A commercial detergent and acid cleaner specifically designed for removal of grime and efflorescence shall be used.
 - 1. Application procedures shall be in accordance with the manufacturer's recommendations.
 - 2. Test cleaning compound on a small, unobtrusive area to ensure cleaner does not result in changing color of the concrete.
 - II. Chemical detergent used shall be removed with a high pressure water sprayer ONLY.
 - 1. The use of sand-blasting, bead-blasting or grinding shall not be allowed.
 - III. Ensure any cleaning chemicals drain across pavement and not into grass of vegetation.
 - IV. Ensure any cleaner residue is removed from low spots areas and that those low spots areas are cleaned thoroughly.
- C. Contractor shall remove all equipment, surplus materials and any other residue from premises.
- D. **INSPECTIONS.** Upon completion of work, a visual inspection shall be made by the Contractor and the County's representative to ensure that work is acceptable. It is the Contractor's responsibility to arrange for a timely inspection with the County's representative. The Contractor shall re-do any work that is not satisfactory, at no additional charge to the County.

Note: A list of chemicals to be used shall be provided with the initial bid response. It is the contractors' responsibility to ensure that the County has received the latest version of any Material Safety Data Sheet (MSDS) required by 29 CFR 1910.1200 prior to the first contractor use or provision of any hazardous material. Also, at any time the content of an MSDS is revised, the contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material. All chemical containers and residual contained chemicals will be the responsibility of the awarded contractor. No chemicals of any type shall be disposed of at or on County property. The County water source at each facility may be utilized.

- E. WARRANTY.** The contractor agrees that, unless expressly stated otherwise in the bid response, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the contractor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

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GENERAL CONDITIONS

SECTION 1 - DEFINITIONS/INTERPRETATIONS

Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance; Final Acceptance - The formal action by COUNTY accepting the Work as being complete after certification by County's Representative of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Building Elements - An architectural, structural, electrical, mechanical or plumbing component of a building, facility, space, or site.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, of which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - The Agreement and those documents referenced in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof, who is currently and actively licensed by the State of Florida and who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

COUNTY - Seminole County, a political subdivision of the State of Florida; the Owner.

Date of Commencement of the Contract Time - The Begin Date given by the Purchase Order when the Contract Time commences to run.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the contract plans or specifications or does not meet the requirements of any inspection, code, reference standard, test or approval referred to in the Contract Documents or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	As Designated
Thanksgiving Day	-	Fourth Thursday in November
Day after Thanksgiving Day	-	Fourth Friday in November
Christmas Day		December 25th

Laws and Regulations; Laws or Regulations - Laws, Rules, Codes, Regulations, Ordinances, and/or court or administrative orders of the federal, state and local governments.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Permits - An authoritative or official certificate of permission.

Progress Schedule - All documentation related to the planning, scheduling and implementation of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of the County who is assigned to the Project. The County's representative acting directly or through duly authorized representatives.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Sub-agreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof that has a Sub-agreement with another Subcontractor to perform any of the Work at the site.

Supplier - A manufacturer, fabricator, Supplier, distributor, material-man or vendor.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

SECTION 2 - PRELIMINARY MATTERS

Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

Commencement of the Contract Time; Purchase Order. The Contract Time will begin on the date indicated in the Purchase Order.

The CONTRACTOR shall start to perform the Work on the date indicated on the Purchase Order. Prior to the issuance of a Purchase Order, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, PROJECT MANAGER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Purchase Order.

Before Starting Work. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent information and all applicable field measurements. CONTRACTOR shall promptly report in writing to PROJECT MANAGER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from PROJECT MANAGER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or PROJECT MANAGER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

Before commencement of the Work, CONTRACTOR shall submit to the PROJECT MANAGER for review a preliminary Progress Schedule indicating the starting and finishing dates of each Work activity, and a proposed schedule.

Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for a working understanding among the parties as to the Work.

Physical Conditions. The CONTRACTOR shall take the steps necessary to ascertain the nature and the location of the Work. The CONTRACTOR shall also determined for himself the existing physical conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon mobilization, demolition, transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power; (3) uncertainties of weather; (4) the conformation of surface and subsurface ground conditions; (5) the character and limitations of the equipment, machinery and existing physical conditions within the limits of construction or within the buildings that are utilized during the Work.

The CONTRACTOR shall employ only competent personnel and utilize only suitable equipment in performing the layout of the Work. Contractor shall not engage the services of any person or persons in the employ of the COUNTY for performance of the layout of the Work. Adequate field notes and records shall be kept on a daily basis as the layout work is accomplished. These field notes and records shall be available for review by the PROJECT MANAGER as the Work progresses and copies shall be furnished at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout work by the PROJECT MANAGER and the acceptance of all or any part thereof shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans/Specifications.

SECTION 3 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means and methods, techniques, schedules, sequences and procedures of construction and for providing the required safety precautions, for coordinating all portions of the Work with all regulatory, jurisdictional and governmental authorities, for further coordination as required with commercial businesses, private residents and employees of the Owner and for enforcement of order and cooperation among the CONTRACTOR's employees and all of the Subcontractors and Suppliers. The CONTRACTOR shall be responsible to see that the competed Work complies accurately with the Contract Documents and its intent.

Personnel and Working Hours. CONTRACTOR shall at all times maintain good discipline and order at the site.

CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed according to the established Construction Schedule and within the Contract Time. Failure to fully man the Project with supervisory personnel, skilled workers or common laborers of which actions shall lead to a delay in the Work Schedule shall be cause for a claim for damages against CONTRACTOR or termination of CONTRACTOR by the Owner.

Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, all Work at the site shall be performed during normal working hours, unless otherwise specified. Normal working hours shall be defined as period occurring between the hours beginning at 7:00 a.m. and ending at 5:00 p.m., exclusive of Saturdays, Sundays, or Holidays.

Items of Material or Equipment. All Materials and Equipment shall be of good quality and new. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier.

Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

Project is to be constructed with asbestos free materials.

Concerning Subcontractors - The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by him. Nothing contained in the Contract Documents shall create, nor be interpreted to create, privity or any other contractual relationship whatsoever between the County and any Subcontractor or any person except the Contractor, or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County. All Work performed for the Contractor by Subcontractors shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance held by the County as trustee.

Patent Fees And Royalties - The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others.

Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits, fees, and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of public and private utility service companies for all required utility services that complete and accomplish the Work according to the Contract Documents. The CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

Laws and Regulations. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to PROJECT MANAGER, CONTRACTOR shall bear all costs arising therefrom.

CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

CONTRACTOR shall comply with all Federal, State, and Local laws, ordinances, codes, and regulations applying to the Work. The CONTRACTOR shall be solely responsible for bidding and constructing the Work per the current building codes as required by the Contract

Documents and the construction practices normally applicable to each trade vendors or installer's trade.

All items to be purchased under this contract shall 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).

Use of Premises. The CONTRACTOR shall confine construction equipment, the storage of materials and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements or required by the Contract Documents or limited by the Owner. The CONTRACTOR shall not unreasonably encumber the premises with construction equipment or materials or other equipment. The CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. The CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Periodically, during construction, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises for disposal. At completion of the Work all tools, appliances, construction equipment and machinery, and surplus materials shall be removed by the Contractor and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to original condition or better all property not designated for alteration by the Contract Documents, but, was impacted due to the construction operations and close proximity to the Project.

CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger human life or damage the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger human life or damage it.

Safety and Protection. CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public or employees of the Owner) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as PROJECT MANAGER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR at his sole cost.

CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work

Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, materials, equipment, and supplies against damage or injury from the weather. If in the opinion of PROJECT MANAGER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

CONTRACTOR shall notify PROJECT MANAGER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the PROJECT MANAGER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to PROJECT MANAGER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from PROJECT MANAGER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by written Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Time.

Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

Responsibility for Coordinating and Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for and coordinated by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roadways, sidewalks, driveways, ditches, electrical, lighting, sanitary sewer, mechanical, fire suppression, water distribution, gas, plumbing, communications, data, phone, storm water, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

Storage of Materials. Materials shall be so stored as to insure the preservation of their quality, color, and fitness for the Work and shall be so located as to facilitate prompt inspection, and to

minimize noise impacts on sensitive receivers. Materials improperly stored may be rejected without testing. Materials or equipment shall not be stored under the canopy or within the 'drip line' of any trees without prior approval by the Project Manager.

The insurance, protection and security of stored materials shall be the sole responsibility of the CONTRACTOR. The COUNTY shall not be liable or at risk for any loss of materials due to theft, weather, negligence, nor for any damages to the stored materials.

Defective Materials. Materials which are or have been improperly stored. All such materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the PROJECT MANAGER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the PROJECT MANAGER made under the provisions of this Section, the PROJECT MANAGER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

CONTRACTOR's Responsibility for Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

Interferences. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with County employees, pedestrian/visitor traffic due to County business and vehicular traffic. The CONTRACTOR's vehicles, personnel, materials and equipment shall be operated in such a manner that they will not be a hazard or hindrance to daily operations and performance of County business.

Coordination with other Contractors. The CONTRACTOR shall coordinate and arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans or Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

Final Cleaning Up of Job Site. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's job site and adjacent property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; CONTRACTOR shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed.

SECTION 4 - WORK BY OTHERS

Related Work At Site. COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let others direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Coordination with other contractors will be the sole responsibility of CONTRACTOR and neither COUNTY nor PROJECT MANAGER shall have any authority or responsibility with respect to such coordination.

Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension or adjustment in Contract Time and if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

Contract Time Coordination. CONTRACTOR shall give prompt written notice to COUNTY, PROJECT MANAGER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others.

When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to PROJECT MANAGER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

SECTION 5 - PROJECT MANAGER'S STATUS DURING CONSTRUCTION

COUNTY'S Representative. PROJECT MANAGER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of PROJECT MANAGER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and PROJECT MANAGER.

Visits to Site. PROJECT MANAGER will make visits to the site at intervals appropriate to the various stages of the Work to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Project Representation. COUNTY may designate another agent to represent COUNTY at the site who is not the PROJECT MANAGER or its agent or employee.

Duties, Responsibilities and Limitations of Authority of PROJECT MANAGER. The PROJECT MANAGER will perform the duties and responsibilities described herein. PROJECT MANAGER shall generally issue all communications to CONTRACTOR including but not limited to communications directed to CONTRACTOR from COUNTY. CONTRACTOR shall generally issue all communications to COUNTY through PROJECT MANAGER

PROJECT MANAGER will provide instructions on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared; prepare documents as required and review them with COUNTY, as applicable.

PROJECT MANAGER will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

PROJECT MANAGER will conduct general on-site observations of the Work in progress and will observe for non-conformance reports to determine if the Work is proceeding in accordance with the Contract Documents.

PROJECT MANAGER will notify CONTRACTOR of disapproval or rejection of defective Work and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

PROJECT MANAGER will accompany visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections.

PROJECT MANAGER will transmit to CONTRACTOR clarifications and interpretations as issued by the COUNTY.

PROJECT MANAGER will report promptly to COUNTY upon gaining knowledge of the occurrence of any accident at the site.

PROJECT MANAGER will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

PROJECT MANAGER will consult as appropriate with COUNTY's staff in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

PROJECT MANAGER will review and evaluate CONTRACTOR's Application for Payment and advise COUNTY staff accordingly.

PROJECT MANAGER will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise COUNTY staff accordingly.

PROJECT MANAGER will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to COUNTY concerning Acceptance.

During the course of the Work, the PROJECT MANAGER will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed.

Clarifications and Interpretations. PROJECT MANAGER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as PROJECT MANAGER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

Authorized Variations in Work. PROJECT MANAGER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

Rejecting Defective Work. PROJECT MANAGER will have authority to disapprove or reject Work at any time during the construction of the Work, which PROJECT MANAGER believes to be Defective. PROJECT MANAGER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by PROJECT MANAGER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

Notice to Cure - If the County determines the Work is defective or deficient; if the Contractor fails to supply sufficient skilled workers or suitable materials or equipment; if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment; if the work is not progressing in a safe, orderly or well coordinated manner; or if the general progress and/or quality of the work is not adequate to ensure continuation or completion of the work in accordance with the Contract completion time requirements, then the Purchasing and Contracts Division shall issue a notice to cure, giving the Contractor a specific period of time (1) in which to submit to the Project Manager a written Plan of Action including a schedule setting forth a plan by which the deficiencies will be corrected, and (2) a specific period of time in which to correct the deficiencies. If the Contractor does not submit a Plan of Action to indicate how and when the deficiencies indicated in the notice to cure will be cured within the specified time frame that is acceptable to the Project Manager, and if those deficiencies are not corrected within that time frame, then the County shall take further action, up to and including Contract termination. The Contractor shall not be entitled to any delay claims as a result of the County's issuance of the notice to cure.

SECTION 6 – CHANGE OF CONTRACT AMOUNT, DELAYS AND EXTENSION OF TIME

Contract Amount. The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the County.

County Obligation. The County owes no duty, obligation, damages, change in Contract Amount, or liability to Contractor as a result of any delay, interference, suspension or other event which may impact Contractor's progress schedule of its contract.

Extension of Time Sole Remedy. Should Contractor's performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted, or be suspended in the commencement, prosecution or completion, for reasons beyond Contractor's control, and without any fault or negligence on its part contributing thereto, Contractor's sole remedy shall be an extension of Contract Time in which to complete the Contract.

Contract Time Extension. The County may grant an extension of Contract Time when a controlling item of work on the critical path of Contractor's progress schedule is delayed by factors not reasonably anticipated or foreseeable at the time of bid. Such time extension may be allowed only for delays occurring during the time for performance set forth in the progress schedule. Extensions of Contract Time will not be granted for delays due, in whole or in part, to the fault or negligence of Contractor or any entity or person for whom Contractor is responsible.

SECTION 7 - SCHEDULES

Schedules. Project Schedule Definitions:

- a) **Work Activities** - The significant events of the Project. All significant work activities must be identified in sufficient detail to track work activity progress towards completion and consequentially, the completion of the Project.
- b) **Start Date and Finish Date** - The dates a work activity will begin and will be completed.
- c) **Duration** - The length of time it takes for a work activity to be completed, from Start Date to Finish Date.
- d) **Sequence** - The order in which a group of work activities must be completed. This includes work activities that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
- e) **Critical Path** - The complete sequence of work activities whose accumulative duration determines the length of time needed to complete the entire Project from NTP to Final Completion.
- f) **Critical Path Items** - The work activities on the Critical Path.
- g) **Controlling Work Items** - Those activities that are either critical path or indirectly influences the critical path. Such as a controlling work item provided by the Owner.
- h) **Float Time** - The duration of a work activity that is not on the Critical Path which could be delayed without affecting the date of Substantial Completion. Time and conditions for Float Time shall be clearly established in the Contract Documents.

CONTRACTOR shall prepare and submit for COUNTY's review a time scaled Project Schedule with a Critical Path (CPM). The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work. The Project Schedule shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work activity. The Project Schedule shall show all of the Work activities to be completed and the accumulative duration of the Critical Path leading to each Substantial and Final Completion. Beginning with the Purchase Order and ending with the date of Final Completion, the duration of the Project Schedule's Critical Path shall comply with the Contract Time and shall meet the Contract Agreement.

SECTION 8 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

Access to Work. COUNTY'S PROJECT MANAGER shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections. CONTRACTOR shall give PROJECT MANAGER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by PROJECT MANAGER may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all related costs, schedule related activities at appropriate times, and furnish PROJECT MANAGER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or PROJECT MANAGER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of material or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and PROJECT MANAGER.

Neither observations by PROJECT MANAGER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents and Building Code Requirements.

If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for PROJECT MANAGER's services and other related costs.

Final Inspection. Upon written notice from the Contractor that the Work is complete, including the "punch" listed deficiencies, the Project Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects and to complete all the required work.

Final Inspection for Payment. After the Contractor has completed any such corrections to the satisfaction of the Project Manager and delivered all maintenance and operating instructions,

schedules, guarantees, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment.

Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by PROJECT MANAGER, either corrects any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by PROJECT MANAGER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

Contractor's Continuing Obligation. The Contractor's obligation to perform the Work and complete the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Contractor under the Contract Documents, any use or occupancy of the Work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective Work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.

SECTION 9 - SUSPENSION OF WORK AND TERMINATION

The COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by PROJECT MANAGER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt, or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through PROJECT MANAGER or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or PROJECT MANAGER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of PROJECT MANAGER, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

SECTION 10 - MISCELLANEOUS

Giving Notice. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

Written notice to be delivered to COUNTY or PROJECT MANAGER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by

COUNTY or PROJECT MANAGER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.


Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

No Conflict with Laws or Regulations. The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Tammy Roberts Sr. Procurement Analyst 407-565-7115 - Phone troberts@seminolecountyfl.gov	IFB-603017-17/TLR Term Contract for Caulking, Joint Sealing and Pressure Washing Services
<u>Bid Due Date</u> Date: January 10, 2018 Time: 2:00 PM (Eastern Standard Time) <u>Location of Public Opening:</u> Purchasing & Contracts Division, PCD Conference Room 1301 East 2nd Street, Sanford, FL 32771	
Proposer Name: Lamphier Company	Federal Employer ID Number: 59-3037502
Mailing Address: PO Box 471057	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Lake Manor, FL 32747	
Type of Entity (Circle one): <u>Corporation</u> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>Florida</u> List of Principals: <u>Robert W. Lamphier</u> <u>Gary M. Lamphier</u>	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers _____ through _____:  Authorized Signature (Manual) 1/8/18 Date
Email Address: lamphierlead.com	Typed Name: Robert W. Lamphier
Telephone Number: (407) 330-1628	Title: Principal
Fax Number: (407) 330-0068	Date: 1/8/18

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

**Part 4 -
Price Submittal**

PROJECT: Term Contract for Caulking & Joint Sealant and Pressure Washing Services

Name of Bidder: Lamphier Company DBA Lamphier & Company

Mailing Address: PO Box 471057 Lake Monroe, FL 32747

Street Address: 131 Commerce Way

City/State/Zip: Santa Fe, FL 32738

Phone Number: (407) 330-1128 FAX Number: (407) 330-0068

E-Mail Address: lamphier1@aol.com

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder agrees to provide, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to complete the order in a workmanlike manner, all of the Work required in connection with the required services/commodities, all in strict conformity Bid Documents, including Addenda Nos. _____ through _____, on file at the Purchasing and Contracts Division for the amount hereinafter set forth. The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

Interior Architectural Sealants (includes all required surface prep):	\$ <u>.20</u> / per S.F. per coat
Exterior Architectural Thin Film Sealants (includes all required surface prep):	\$ <u>.20</u> / per S.F. per coat
Exterior Industrial High Build Sealants (includes all required surface prep):	\$ <u>.26</u> / per S.F. per coat
Silicone Roof Membrane Sealants	\$ <u>.60</u> / per S.F. of actual roof panel surface cost
Frames Architectural Sealants (includes all required surface prep):	\$ <u>17.00</u> / per coat per side
Doors Architectural Sealants	\$ <u>18.00</u> / per coat per side
Caulking:	\$ <u>1.50</u> / per L.F.
Pressure Washing Services:	\$ <u>.07</u> / per S.F.

Materials (to be furnished by Contractor) shall be at Contractor's actual cost plus not to exceed 10% (ten percent). Evidence of actual cost shall be required.

EXHIBIT B

Board of County Commissions
 Seminole County, Florida
PURCHASE ORDER

TAX EXEMPTION NUMBERS
 FLORIDA SALES: 69-11-038995-53C
 FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:


ITEM NO. 1

ITEM NO. 2

ORDER TYPE: OP
 ORDER DATE:
 REV. NUMBER:
 ANALYSIS:
 VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER CONTACT:
 ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING
 AND CONTRACTS DIVISION
 1101E. 1st STREET - COUNTY SERVICES BLDG. RM. #3206
 SANFORD FLORIDA 32771
 PHONE (407) 895-7710 / FAX: (407) 895-7826

DELIVERY

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p>Sample of Purchase Order</p> 					

REQUESTING AGENCY: TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0880
 Accts. Payable Inquiries - Phone (407) 895-7681

 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also the order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.
- 15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, an order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.
- 20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.