

**TERM CONTRACT FOR SMOKE TESTING AND I&I SERVICES FOR SEMINOLE
COUNTY WASTEWATER COLLECTION SYSTEM
(IFB-604974-25/LAS)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **USSI LLC.**, duly authorized to conduct business in the State of Florida, whose address is 752 Commerce Drive, #15, Venice, FL 34292, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide smoke testing and all related work on wastewater gravity sewer systems for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, 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. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide 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, all addenda to this package, and CONTRACTOR’s

submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase 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. Renewals are wholly contingent on the availability of funds. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase 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/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase 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 Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase 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 Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

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

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase 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 provided, but not more than once monthly. Each Purchase 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, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

- (1) The original invoice must be emailed to:

AP@SeminoleClerk.org

- (2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

- (3) A copy of the invoice must be sent to:

Seminole County Utilities Operations Division
500 W Lake Mary Boulevard
Sanford, FL 32773

(e) 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.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriation.

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.

(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. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under 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 or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase 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. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

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 engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of 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. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or

omission in the performance of this Agreement. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement 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.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better 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, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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 the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. 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 Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II 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. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification 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 administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

(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 administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative 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 voluntary 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 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 provided 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 119.0701, 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 COUNTY 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,

**PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND
CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. 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 provision 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 28. 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 the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these 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 29. 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:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

USSI LLC
752 Commerce Drive #15
Venice, FL 34292

Section 30. 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 31. 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.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work

authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does

not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

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

ATTEST:

USSI LLC

Witness

Print Name

Witness

Print Name

By: _____
DION VLASAK, President/CEO

Date: _____

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____

GLADYS MARROZOS,
Procurement Administrator

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C - Contract Pricing

Exhibit D - Insurance Requirements

Exhibit E - Affidavit of E-Verify Requirements Compliance

Exhibit F - Foreign Country of Concern Attestation

Exhibit G- Anti-Human Trafficking Affidavit

Exhibit A- Scope of Services

INTRODUCTION AND INTENT

The purpose of these specifications is to provide guidance for contracting services to Seminole County Utilities Department, specifically for smoke testing and related work on wastewater gravity sewer systems operated and maintained by Seminole County Utilities Department.

RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the County, or specific sewer shed basins identified by the county for the purpose of smoke testing.

SECTION 1. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the County Utilities Engineering Department's GIS specialist or designated individual. It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. Should the Contractor provide NASSCO MACP inspections, the County will accept the standard. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically. The County reserves the right to specify deliverable format conducive to County specific reporting standards. Should the county require specific deliverables, the County will provide format for Contractor to utilize, or County and Contractor can develop desired deliverables based on metrics agreed upon between both parties.

SECTION 2. SEALING MANHOLE CHIMNEYS

The work covered under this section includes, but is not limited to, all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant, material to account for surface loading changes that create most chimney damage.

The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Topcoat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to

account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Primer and topcoat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or re-coat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120mil.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
 - NOTE: Concrete must be at least 28 days old with a compressive strength of 3500psi prior to application of sealant.
 - NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the County the opportunity to repair or replace it.

SECTION 3. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the County Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into inflow dish body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the County.

SECTION 4. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine the sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, stormwater, ground water, irrigation, or other forms of water intrusion into the collection system.

- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes.
- Breaks in the main sewers or laterals that leach to the surface

- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to the County.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defects in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Utility for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to ensure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.
- The County reserves the right to require contractor to coordinate some or all public communications with the County's Public Information Office or other designated body specified by the County.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started, and liquid smoke will be deployed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to prearranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Utility. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Utility in finding defects for follow-up activity.

Reports will be provided to the Utility no later than five (5) business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Utility because of the defect. To accomplish this, the observers will:

- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Utility which will:

- Estimate the number of gallons entering the various defects per one-inch rain fall
- Estimate the number of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

SECTION 5. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Utility's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 6. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Utility may elect to install cleanout plugs, in lieu of cleanout caps. The County's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Utility's control during smoke testing.

The plug shall be an LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one-piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Utility the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

SECTION 7. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Utility with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame - type, size and general condition of frame and cover
- Chimney - type, general condition and existence of liner in chimney
- Barrel and invert - type, general condition
- Pipes - type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Utility shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

SECTION 8. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use - as defined by the Utility's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significance.

SECTION 9. EXCEPTIONS

It is the intent of Seminole County to have specific processes completed within this project scope to a standard acceptable to the County. Due to the standard requested, some specific products or processes are outlined in this scope. Should a contractor desire to utilize different materials or processes as outlined in this scope, the County can approve, at the County's discretion, a different

material or process. Before any variance from the original scope is approved, the County and Contractor must come to a specified agreement before the change can take place, and the change cannot increase costs as identified in the bid form.

SECTION 10. EMERGENCY NOTIFICATIONS

As contractors work throughout the Seminole County service area, encounters with unsafe situations may arise. Any unsafe condition uncovered by the contractor must be reported to the County immediately upon discovery. Unsafe condition examples can be a found depression, leaking water or sewer, damaged sewer infrastructure, etc. Some specific instances of dangerous or unusual situations are vertical misalignments, specifically manholes, where a manhole cover $\frac{1}{4}$ inch or more out of vertical alignment with the sidewalk is actionable to report. If any unsafe or actionable situation is discovered, the contractor shall document the findings and report it to the project manager for Seminole County, or contact the customer service department at 407-665-2110, or via email at wscustomerservice@seminolecountyfl.gov.

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER**S
H
I
P
T
O**

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
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O
R****SUBMIT ALL INVOICES TO:**
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****00.00****PURCHASING AND CONTRACT DIVISION**
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at 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) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

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

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Exhibit C- Pricing Proposal

Pricing proposed by contractor must be all inclusive and is not limited to all labor, equipment, materials, permits, and any administrative costs associated with providing the services as described in this IFB.

Line Item	Description	Quantity	Unit	Unit Cost	Total
1	Mobilization & Demobilization (If Any)	1	Lump Sum	\$3,500.00	\$3,500.00
2	Maintenance of Traffic (MOT)	1	Lump Sum	\$500.00	\$500.00
3	Smoke Testing and Report Preparation	1	LF	\$0.48	\$0.48
4	Seal Manhole Chimneys 24" and smaller	300	EA	\$300.00	\$90,000.00
5	Seal Manhole Chimneys 25" and larger	500	EA	\$50.00	\$25,000.00
6	Insert HDPE 25 ½" and smaller dishes into Manholes	300	EA	\$85.00	\$25,500.00
7	Insert TPO 26" and larger OD oversized dish into Manholes	500	EA	\$100.00	\$50,000.00
8	Replace Cleanout Caps- 6" Cleanout cap	50	EA	\$25.00	\$1,250.00
9	Replace Cleanout Caps- 4" Cleanout cap	200	EA	\$15.00	\$3,000.00
10	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 6" Cleanout/Valve riser pipe set	50	EA	\$135.00	\$6,750.00
11	Install Cleanout Pipes- LDL Plug to Include Plug & Internal Ring Only. Hub/Collar are Separate. - 4" Cleanout/Valve riser pipe set	200	EA	\$85.00	\$17,000.00
12	LS Basin Report/Manhole Inspections	250000	LF	\$0.35	\$87,500.00

EVALUATION TABULATION
IFB No. IFB-604974-25/LAS
Wastewater Collection I&I- Smoke Testing

Line Item	Description	Quantity	Unit	Unit Cost	Total
13	Lift Station Area Infiltration, Investigation/Midnight Monitoring, & Nighttime Monitoring	250000	LF	\$0.17	\$42,500.00
			\$352,500.48		

EXHIBIT D

INSURANCE REQUIREMENTS

IFB-604974-25/LAS - SMOKE TESTING AND RELATED WORK ON WASTEWATER GRAVITY SEWER SYSTEMS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations
\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit (<u>Any Auto</u> or <u>Owned, Hired, and</u> <u>Non-Owned Autos</u>)
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D. Commercial Umbrella:	\$ 1,000,000	Each Occurrence
	\$ 2,000,000	General Aggregate

E. Pollution Liability:	\$ 1,000,000	Per Occurrence
	\$ 1,000,000	General Aggregate

~~ End Exhibit __ ~~

Agreement Name: _____

Agreement Number: _____

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number _____ are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type NameNotary Public in and for the County
and State Aforementioned

My commission expires: _____

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by

_____, as _____ on behalf of the

Nongovernmental Entity. They ☐ are personally known to me or ☐ have produced

_____ as identification.

(Affix Notary Stamp or Seal)

Notary Public Signature

Print, Type or Stamp Name of Notary: _____

My commission expires: _____