

IN RE: CLAY COUNTY AGREEMENT/CONTRACT #2017/2018 – 37 RN1

**FIRST RENEWAL OF AGREEMENT FOR INSPECTION OF COUNTY OWNED
WATER TREATMENT FACILITIES
[Two Fold Water Engineering, Inc.]**

This First Renewal of the Agreement for Inspection of County Owned Water Treatment Facilities (“First Renewal”) is made and entered into this ____ day of _____, 2020 by and between Two Fold Water Engineering, Inc., a Florida Corporation (“Contractor”), and Clay County, a political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, on December 12, 2017, the parties entered into an Agreement for Inspection of County Owned Water Treatment Facilities, designated by the County as Clay County Agreement/Contract #2017/2018 – 37 (“Agreement”), a copy of which is attached hereto and incorporated herein as **Attachment A**; and

WHEREAS, the Agreement commenced on January 1, 2018 and ends on September 30, 2020, with the option to extend the Agreement for two (2) additional twelve month periods; and

WHEREAS, in accordance with Section 2 of the Agreement, the parties wish to enter into the First Renewal of the Agreement extending the expiration date for an additional twelve months until September 30, 2021.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The Agreement is hereby extended for an additional twelve month term commencing October 1, 2020 and continuing through September 30, 2021.
2. The most recent Standard Addendum to All Contracts and Agreements is attached hereto and incorporated herein by reference as **Attachment B**.
3. The most recent Scrutinized Companies Certification is attached hereto and incorporated herein by reference as **Attachment C**.
4. In all other respects, the original terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal of the Agreement as of the date first written above.

Two Fold Water Engineering, Inc.
P.O. Box 767
Melrose, FL 32666

By: _____

(Print Name and Title)

Date: _____

**CLAY COUNTY, a political subdivision of the
State of Florida**

By: _____

Gayward F. Hendry
Its Chairman

Date: _____

ATTEST:

Howard Wanamaker
County Manager and Clerk of the
Board of County Commissioners

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ATTACHMENT A

AGREEMENT/CONTRACT NO. 2017/2018- 37 INSPECTION OF COUNTY OWNED WATER TREATMENT FACILITIES

THIS AGREEMENT No. 2017/2018-37 is entered into as of this 12th day of DECEMBER, 2017, by and between the BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA (hereinafter referred to as the "COUNTY") and TWO FOLD WATER ENGINEERING, INC. (hereinafter referred to as the "CONTRACTOR"), whose address is P.O. Box 767, Melrose, FL 32666.

WHEREAS, the COUNTY advertised the Request for Bids #16/17-28 "Inspection of County Owned Water Treatment Facilities" (BID), responses to which were due August 15, 2017, (RESPONSE); and

WHEREAS, the CONTRACTOR timely submitted its proposal (RESPONSE); and

WHEREAS, the COUNTY awarded the BID to CONTRACTOR; and

WHEREAS, the CONTRACTOR agrees to provide the inspection of County owned water treatment facilities; and

WHEREAS, it has been determined that the execution of this AGREEMENT is beneficial to the people of Clay County, Florida.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SCOPE

The work covered by this AGREEMENT consists of the CONTRACTOR's monthly inspection, maintenance, and monitoring of the COUNTY's water treatment facilities as further described and in accordance with the Bid Documents for the COUNTY's Bid Number 16/17-28, "Inspection of County Owned Water Treatment Facilities" and with the CONTRACTOR's RESPONSE, both of which are incorporated herein by reference.

2. TERM

The AGREEMENT is for a period commencing on January 1, 2018, and continuing through September 30, 2020, with the COUNTY reserving the right and option to extend the contract for two (2) additional periods of twelve (12) months each.

3. COMPENSATION AND METHOD OF PAYMENT

The COUNTY shall pay the CONTRACTOR, during the term of this AGREEMENT, an amount per month per inspection of each water treatment facility, based upon the CONTRACTOR's price sheet included in CONTRACTOR's RESPONSE which is attached hereto as Exhibit A. Payment shall be made in accord with the provisions of the Local Government Prompt Payment Act. All invoices shall be submitted to: Clay County Parks and Recreation, P.O. Box 1366, Green Cove Springs, FL 32043.

4. INSURANCE

CONTRACTOR agrees to maintain insurance coverage in the type and minimum amounts required by the BID, and will provide a Certificate of Insurance to the COUNTY, evidencing that the COUNTY is an "additional insured" under the policy prior to commencing any of the work under this AGREEMENT. Throughout the term of the Agreement, CONTRACTOR shall be required to maintain the following insurance coverage, and coverage is to include all independent contractors and subcontractors.

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000

- b. Automobile Liability
 - 1. Any automobile-combined bodily injury/property Damage with minimum limits for all additional Coverage as required by Florida law \$1,000,000
- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation Statutory Limits
 - 2. Employers Liability
 - a) Each Accident \$100,000
 - b) Disease-Policy \$500,000
 - c) Disease-Each Employee \$100,000
- d. Professional Liability, as applicable
 - 1. When required by contract – per occurrence \$1,000,000

5. SCRUTINIZED COMPANIES CERTIFICATION and STANDARD ADDENDUM

The Scrutinized Companies Certification and the COUNTY's Standard Addendum to All Contracts and Agreements are attached hereto as Exhibits B and C, respectively.

6. SUPPLIES

CONTRACTOR shall supply at its sole expense all labor, materials, and equipment necessary for the inspection, maintenance and monitoring of the COUNTY's water treatment facilities.

7. TERMINATION

This AGREEMENT may be terminated by the CONTRACTOR or the COUNTY upon thirty (30) days written notice by one to the other. In the event of termination the CONTRACTOR will be compensated for acceptable work authorized and completed to the date of termination.

8. ENTIRE AGREEMENT

This constitutes the entire AGREEMENT between the parties. Any changes, modifications or amendments must be agreed to by both parties in writing.

9. NOTICES

Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other party shall be in writing and sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The COUNTY's and the CONTRACTOR's representatives are:

COUNTY: Clay County Board of County Commissioners
C/O Parks and Recreation Department
P.O. Box 1366
Green Cove Springs, FL 32043

CONTRACTOR: Two Fold Water Engineering, Inc.
P.O. Box 767
Melrose, FL 32666

10. INVALIDITY OF PROVISIONS

If any provisions of this AGREEMENT shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this AGREEMENT, and this AGREEMENT shall be enforced as if such invalid and unenforceable provision had not been contained herein.

11. WAIVER

No waiver by either party of any term or condition of this AGREEMENT will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different paragraph, subparagraph, clause, phrase, or other provision of this AGREEMENT.

12. GOVERNING LAWS

This AGREEMENT shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this AGREEMENT shall be heard within the Clay County Court System.

13. Time is of the essence with respect to this AGREEMENT and each of its terms and provisions.

14. ATTORNEYS FEES AND COURT COSTS

In the event an attorney must be employed to enforce or interpret this AGREEMENT, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other's claims, shall be entitled to an award of reasonable attorney's fees and costs, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, arbitration, or other dispute resolution proceeding, or incurred in bankruptcy or on appeal. The provisions of this paragraph shall survive any termination of this AGREEMENT.

15. PUBLIC ENTITY CRIME STATEMENT

In lieu of formal execution of a "Public Entity Crime Statement", the following paragraph is acknowledged by the CONTRACTOR: "A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."

16. INDEMNIFICATION

Each party hereby agrees to fully indemnify and hold harmless the other party, its officers, employees and servants, agents, successors and assigns from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out of or by reason of any damage or injury to persons or properties suffered, or claimed to have been suffered, by any misconduct, omission or negligence of such party, its officers, employees, servants and agents. The indemnity from the COUNTY to CONTRACTOR shall be subject to and within the limits set forth under Section 768.28, Florida Statutes, and as otherwise limited by law.

17. ASSIGNMENT

Neither the COUNTY nor the CONTRACTOR shall transfer or assign this AGREEMENT, or any rights acquired hereunder, or grant any interest, privilege, or license whatsoever in connection with this AGREEMENT unless the written consent of the other party is obtained, which consent shall not be unreasonably withheld.

18. RECORDS EXAMINATION

The COUNTY shall have the right to examine books, records, documents, and other evidence of accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature to have been incurred and anticipated to be incurred in the performance of the AGREEMENT and the CONTRACTOR shall provide said records upon request.

19. CHANGES TO AGREEMENT

Any changes in the provisions of this AGREEMENT which are necessary and agreed to by the parties shall be made by formal amendment signed by both parties.

20. PURSUIT OF WORK

All work shall be performed by the CONTRACTOR in a workmanlike manner, using reasonable care and diligence. Sloppy, shoddy and careless work shall not be deemed adequate or proper performance of work.

21. This AGREEMENT shall be deemed effective as of the date and year first above-written.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first written above.

TWO FOLD WATER ENGINEERING, INC.
P.O. BOX 767
MELROSE, FL 32666

CLAY COUNTY, a political subdivision
of the State of Florida, by and through
its Board of County Commissioners

By: Mr. Zy

By: [Signature]

Rick Trishube
(PRINT NAME)

Print: Gavin Rollins
Chairman

ATTEST FOR CLAY COUNTY:

[Signature]
S.C. Kopelousos, County Manager
and Clerk of the Board of County
Commissioners

EXHIBIT A

BID FORM: BID No. 16/17-28, INSPECTION OF COUNTY OWNED WATER TREATMENT FACILITIES

<u>Name of Facility</u>	<u>Required Visits</u>	<u>Monthly Charge *</u>
Black Creek Park	3/wk. (1 well)	\$ 150.00
Hunter-Douglas Park	2/wk. (1 well)	\$ 120.00
Little Rain Lake Park	3/wk. (1 well)	\$ 150.00
Main Street Park	3/wk. (1 well)	\$ 150.00
Omega Park	2/wk. (1 well)	\$ 120.00
Twin Lakes Park	3/wk. (1 well)	\$ 150.00
Camp Chowenaway Park	3/wk. (4 wells)	\$ 200.00
Fair Grounds	3/wk. (2 wells)	\$ 150.00
Fire Station #14 in Middleburg	5/wk. (1 well)	\$ 200.00
Sheriff's Substation in Middleburg	5/wk. (1 well)	\$ 200.00
TOTAL MONTHLY		\$ 1,590.00

*Bid on monthly charges are to include, but not limited to: a) chlorine required during weekly inspection; b) perform required annual Nitrate & Nitrite testing; c) perform required quarterly Bacteriological tests; d) insure container on site for storing maintenance logs.

BID BOND AMOUNT: $\$ 1,590.00 \times 12 = \$ 19,080.00 \times 5\% = \$ 954.00$
 (Total Monthly all sites) (Total Yearly all sites) Bid Bond Amount

Additional Charges for Parts/Services)

Service call per hr. (including personnel & vehicle)	\$ 45.00
Minimum charge for any one service call:	\$ 45.00
Roller-Tubes (ea.)	\$ 15.00
Turbidity Test	\$ 15.00
Index Plate (ea.)	\$ 22.00
Well Clearance Test	\$ 20.00
Chlorine (per gal.)	\$ 1.45

COMPANY NAME: Two Fold Water Engineering, Inc.

EXHIBIT B

Scrutinized Companies Certification

[Clay County: INSPECTION OF COUNTY OWNED WATER TREATMENT FACILITIES]
INSERT PROJECT NAME


Name of Company:¹ TWO FOLD WATER ENGINEERING, INC.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

TWO FOLD WATER ENGINEERING,
INC.

(Seal)

By: 

Its Vice President

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

EXHIBIT C

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of

the meeting no less than 7 calendar days prior thereto. At the meeting, the Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

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

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

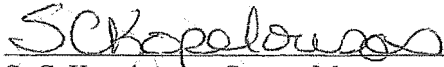
- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

- (i) is found to have submitted a false Certification;
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

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ATTEST FOR CLAY COUNTY:

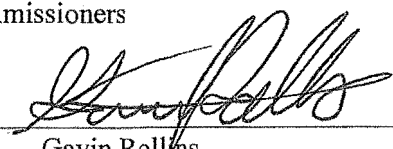


S. C. Kopelousos, County Manager and Clerk of
the Board of County Commissioners

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners


By:


Gavin Rollins
Its Chairman

Contractor Name: TWO FOLD WATER
ENGINEERING, INC.

(Corporate Seal)

By:


Printed Name: Rick Tredelle

Title: Vice-President

ATTACHMENT B

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term “Contractor” means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term “County” means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term “Parties” means the County and the Contractor together.

1. As used in this paragraph, the term “Act” means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term “Invoice” means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term “Manager” means the County Manager of the County; the term “Paying Agent” means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County’s Finance Director; the term “Submittal Date” means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term “Work” means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor’s representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

13. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

(a) Keep and maintain public records required by the County to perform the services required under the Agreement;

(b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

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

14. The Contractor's failure to comply with the requirements of paragraph 13 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

15. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately

notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

17. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating any contract with the County for goods or services of any amount that is entered into or renewed on or after July 1, 2018, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1).

Further, as provided in Section 287.135(3), Florida Statutes, the County shall have the option of terminating a contract with the County for goods or services of \$1 million or more that is:

- (a) entered into or renewed on or before September 30, 2016, and :
 - (i) is found to have submitted a false certification as provided under Section 287.135(5);
 - (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

- (b) entered into or renewed on or after October 1, 2016, through June 30, 2018, and:
 - (i) is found to have submitted a false certification as provided under Section 287.135(5);
 - (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1);
 - (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
 - (iv) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

- (c) entered into or renewed on or after July 1, 2018, and:
 - (i) is found to have submitted a false certification as provided under Section 287.135(5);
 - (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,

(iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

ATTEST FOR CLAY COUNTY:

Howard Wanamaker, County Manager and
Clerk of the Board of County Commissioners

(Corporate Seal)

County:

Clay County, a political subdivision of the State
of Florida, by its Board of County
Commissioners

By: _____
Gayward F. Hendry
Its Chairman

Contractor Name:
Two Fold Water Engineering, Inc.
P.O. Box 767
Melrose, FL 32666

By: _____

Printed Name: _____

Title: _____

ATTACHMENT C

Scrutinized Companies Certification

[Clay County: Inspection of County Owned Water Treatment Facilities]
INSERT PROJECT NAME

Name of Company:¹ Two Fold Water Engineering, Inc.

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Two Fold Water Engineering, Inc.
P.O. Box 767
Melrose, FL 32666

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.