

SUPPLEMENTARY CONDITIONS TO AGREEMENT (CONTRACT) BETWEEN TINDALL HAMMOCK IRRIGATION AND SOIL CONSERVATION DISTRICT AND

The Supplementary Conditions are provided to clarify, revise, or amend the terms and conditions of the Contract for this particular project.

1. INSTRUCTIONS TO OPERATOR

- A. Every request for interpretation shall be in writing addressed to and mailed or emailed to:

Patricia Mahaney, District Manager
3941 SW 47th Avenue
Davie, Florida 33314
Email: pmahaney@everhartmgt.com
Phone: 954-465-7693

- B. The DISTRICT Engineer is:

Jules J. Ameno, P.E. JJ Ameno & Co.
2015 Sharon Street
Boca Raton, Florida 33431
Email: j.amenojr@gmail.com

- C. The Operator shall not charge tax, as the District is exempt from all State, Excise, Federal, and Local sales tax. Notwithstanding the foregoing, any tax on materials and supplies which are purchased by the Operator, in conjunction with this Contract, and which are subject to the Florida State Sales Tax, in accordance with Section 212.08 of Florida Statutes, and all addenda thereto, shall be borne solely by the Operator. When the materials or supplies are not manufactured by the Operator, taxes must be incorporated in the price, not as a separate item. When materials or supplies are manufactured by the Operator and are not for resale, the District is exempt from all taxes.

Upon request, the District will provide a tax exemption certificate, if applicable.

1. The apparent silence of the Contract Documents and any addendum regarding any details or the omission from the Contract Documents of a detailed description concerning any services requested, shall be regarded as meaning that only the best commercial practices are to prevail, and that only workmanship of first quality is to be used. All interpretations of the Contract Documents shall be made upon the basis of the Contract.

D. Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture, or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the District.

E. Sworn Statement on Public Entity Crimes.

Pursuant to Florida Statutes § 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

F. Drug-free Workplace Program.

The Operator shall follow the DISTRICT's Drug-free Workplace Program along with Section 287.087 of the Florida Statutes and any other applicable state law.

G. Anti-Kickback Affidavit.

The Operator shall submit the duly signed and notarized form ENTitled "**ANTI-KICKBACK AFFIDAVIT**".

H. Non-Collusion Affidavit.

The Operator shall submit the duly signed form entitled "**NON-COLLUSION AFFIDAVIT**".

I. Non-Discrimination Affidavit.

The Operator shall affirm that its organization shall not discriminate against any person in its operations, activities, or delivery of services. Operator shall also affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political

affiliation, or any other factor which cannot be lawfully used as a basis for service delivery. The Operator shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT**”.

J. Anti-human Trafficking Affidavit.

The Operator shall submit the duly signed affidavit entitled “**ANTI-HUMAN TRAFFICKING AFFIDAVIT**”.

K. Request for Taxpayer Identification Number and Certification.

The Operator shall provide the District with its Taxpayer Identification Number.

L. Antitrust Laws.

The Operator acknowledges compliance with all antitrust laws of the United states and the State of Florida, in order to protect the public form restraint of trade, which illegally increases prices.

M. Conflicts of Interest.

The Operator hereunder is subject to the provisions of Chapter 112, Florida Statutes. Operator shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the District.

N. Collection of Fees and Taxes.

The Operator acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The District may require verification and satisfaction of all delinquencies and currently due fees.

2. CONTRACT EXTENSION

In addition to the two (2) five (5) year renewals, the District reserves the right to automatically extend this Contract for up to thirty (30) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The District shall notify the Operator in writing of such extensions. Additional extensions over the first thirty (30) day extension may occur, if, the District and the Operator are in mutual agreement of such extensions.

3. LIMITED CONTRACT EXTENSION

Any specific work assignment which commences prior to the termination date of the Contract and which will extend beyond the termination date shall, unless

terminated by mutual written agreement by both parties, continue until completion at the same prices, terms, and conditions as set forth in any Contract.

4. OPERATOR OBLIGATIONS

A. Rules, Regulations, Licensing, and Other Requirements

The Operator shall comply with all laws and regulations, applicable to the services contained in this Contract. The Operator is presumed to be familiar with all Federal, State, and Local laws, ordinances, codes, and regulations that may in any way affect the services being provided.

5. REQUIRED LISTING OF SUBCONTRACTORS

All Contracts with the District for purchase of services, including professional services which involve the expenditure of \$35,000 or more, shall require that the Operator submit a listing of all first-tier subcontractors or subconsultants who will perform any part of the Contract work. In addition, the Operator shall not change or substitute subcontractors or subconsultants from those listed except upon written approval of the District.

6. INFORMATION REQUIRED OF OPERATORS

A. LIST OF SUBCONTRACTORS

List the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Operator in or about the utility plant or a subcontractor licensed by the State who, under subcontract to the Operator will be involved in the work required by the Contract. The Operator shall also list below the portion of the work, which will be done by each subcontractor under this Contract. The Operator shall list only one subcontractor for each portion as is defined by the Operator.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1.			
2.			
3.			

4.

5.

6.

Note: Attach additional sheets if required.

7. CONTRACT DOCUMENTS

In the event of a conflict in the Contract Documents, the Operator shall be deemed to have included the most expensive item, system, procedure, etc. in their Proposal.

8. OPERATOR'S GENERAL INFORMATION

The Operator shall furnish the following information. Additional sheets shall be attached as required.

(1) Operator's name and address:

(2) Operator's telephone number: _____

(3) Operator's license: Primary classification: _____

State License No. and Expiration Date: _____

Supplemental classification held, if any: _____

Name of License, if different from (1) above: _____

(4) Name of person who inspected the utility plant for your firm:

Name: _____ Date of inspection: _____

(5) Name, address, and telephone number of surety company and agent who will provide the required bid bond on this contract: _____

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- (6) ATTACHED IS the experience resume of the persons who will be designated as the Onsite Facility Administrator and the Onsite Land Operator.

9. WORKING HOURS

- A. The utility plant operates twenty-four (24) hours per day, seven (7) days per week.
- B. The Operator shall be responsible for scheduling sufficient licenced qualified personnel at all times as required by District permits and applicable regulations.

10. MISCELLANEOUS

- A. At any time, the Manager may request a quotation from Operator for a proposed change in the Work. Within seven (7) calendar days after receipt of a request for a quotation for a proposed change, the Operator shall submit a written and detailed proposal for an increase or decrease in the Contract Price for the proposed change. Manager shall have seven (7) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to permit an analysis by Manager of all labor, subcontracts, and overhead costs and fees and shall cover all Work involved in the change, whether such Work was deleted, added, changed, or impacted. Any amount claimed for subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of the impact on the utility plant. Notwithstanding the request for quotation, the Operator shall carry on the Work. Delays in the submittal of the written and detailed quotation will be considered a non-prejudicial delay.
- B. The adjustment in Contract Price stated in a Change Order shall comprise the total price adjustment due or owed the Operator for the Work or changes defined in the Change Order. By executing the Change Order, the Operator acknowledges and agrees that the stipulated price adjustments include all Work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay, acceleration, and cumulative impacts or ripple effect on all other non-affected Work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in the Contract Price as a result of increases or decreases in costs caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. Acceptance of the Change Order constitutes an agreement between District and Operator that the Change Order represents an equitable adjustment to the

Contract Documents, and that the Operator will waive all rights to file a claim on this Change Order after it is properly executed.

- C. The form of all submittals, notices, change orders, and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Manager.
- D. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.
- E. In the event of a conflict between the Supplementary Conditions and any other portion of the Contract Documents, the Supplementary Conditions shall control.

11. ADDITIONAL EMPLOYMENT RELATED ITEMS

- A. The Operator will be replacing the District's current Utility Administrator. It is expected that the current Utility Administrator, the District Engineer, and the District Manager will be available to assist in the transition to the Operator in operating and maintaining the Utility Plant.
- B. The current employees listed in the Request for Proposals will remain employees of the District. These employees and their benefits will be paid by the District. The Operator will have no expenses associated with these employees.
- C. The Operator shall evaluate the current employees and make a determination of any additional employees needed to help operate and maintain the utility plant. The Operator shall provide a detailed background check for all new employees who must be approved by the Manager and will become employees of the District. These employees shall be provided a thirty (30) day review period so that the Manager and her designees can evaluate said new employees. If the Manager does not approve these new employees at the end of said thirty (30) days, the Operator shall notify the new employees that they have not been accepted, their employment shall be terminated, and a replacement employee shall be recommended.
- D. If the Operator determines that a current District Employee's services are no longer required or necessary, the Operator shall notify the Manager of its determination. The Manager shall make the final decision of the disposition of the employee's continued employment.
- E. The employees of the Operator will not be provided a District vehicle. However, the District vehicles that are available at the plant may be used for District related driving, such as running errands, attending meetings, or inspecting District facilities.

- F. If the District makes a determination that the Operator's services are no longer required or a five (5) year renewal is not implemented, the Operator shall remain on the job for a minimum of sixty (60) days past the date a new operator enters into a Contract with the District or one hundred twenty (120) days past the termination date, whichever occurs first. These time frames may be extended upon approval of the District and the Operator.

END OF SUPPLEMENTARY CONDITIONS