

AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2022.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Core & Main LP, (Vendor).

2.0 Designated Contact Person as to County:

Bernadine Flood-Nichols, Business
Services Director
Citrus County Utilities
3600 W. Sovereign Path, Ste
Lecanto, Florida 34461
Phone: 352-527-7650
Fax: 352-527-7644
Email: bernadine.flood@citrusbocc.com

3.0 Designated Contact Person as to Vendor:

Stephen Hemingway, Outside Sales
Representative
Core & Main LP
9577 N. US Highway 301
Wildwood, Florida 34785
Phone: 352-748-7473
Fax: 352-748-2843
Email: Stephen.hemingway@coreandmain.com

4.0 Notices: All notices between County and Vendor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Vendor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Services or other rights or obligations of the parties, precedence shall be given in the following order: (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the construction documents (4) provisions of the Purchase Order issued to Vendor, and (5) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit "A" – Scope of Services
2. Exhibit "B" – Compensation
3. Exhibit "C" – Appendix II to Part 200, Title 2
4. Exhibit "D" – Federal Contract Provisions
5. Exhibit "E" – Citrus County Warranty
6. Exhibit "F" – Sensus Software as a Service and Spectrum Lease Agreement

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of five (5) years, with an option to renew for one (1) additional, five-year (5) year period. The renewal option will be conditioned upon satisfactory performance by Vendor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Vendor. The date that Vendor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Vendor, which date shall not be earlier than the date Vendor receives all of the materials required for the first year's installation of materials for the project. The County reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Vendor. No oral agreements or representations shall be valid or binding upon County or Vendor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Vendor's documents forwarded by Vendor for payment. County's acceptance of the Services or the processing of documentation on forms furnished by Vendor to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Services Provided by Vendor: Vendor shall provide professional consulting and construction services in accordance with the Scope of Services attached hereto as Exhibit "A". Vendor will perform all Services to the satisfaction of the Designated Contact Person who has authority to answer questions, provide County furnished information, and resolve difficulties that may arise during Vendor's performance of the Services.

9.1 Additional Services: Services that may be required after completion of the Agreement, within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Agreement through an Amendment to the Agreement.

9.2 Changes in the Services: County may at any time, as the need arises, order changes within the Scope of Services without invalidating the Agreement. If such changes result in an increase or decrease in Vendor's fees, or in the time required for Vendor to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement.

9.3 Correction of Work: Vendor shall promptly correct any Services rejected by County for failure to comply with the Agreement without additional expense to County. If Vendor does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Vendor shall at all times during the Agreement term remain responsive and responsible. Vendor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Vendor for the performance of the provision of the Services covered under the Agreement. If County determines that (1) Vendor does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Vendor's performance is untimely, County may terminate the Agreement. All final plans, documents, reports, studies, and other data prepared by Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs, and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Vendor agrees to provide project schedule progress reports in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Vendor and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Vendor: Vendor shall supervise and direct the performance of Vendor's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

9.7 Delivery / Force Majeure: Vendor will use commercially reasonable efforts to deliver materials and services ordered within the time specified in the bid documents or the Agreement. Vendor reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Vendor or the manufacturer including but not limited to availability of materials, availability of raw materials or component parts, the current pandemic, global shipping delays and resin shortage. Vendor will not be liable for liquidated damages or other delay damages arising from delays in delivery, increases in manufacturer lead times or other circumstances beyond the control of Vendor. Availability of materials cannot be guaranteed. This term supersedes all other contractual provisions.

10.0 Compensation to Vendor: Compensation to be paid to Vendor for the provision of the Commodity and Services agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement.

An increase in Pricing may be considered by County for each year after the initial year. The request to increase the pricing must be made in writing and submitted to County a least ninety (90) calendar days prior to the Agreement anniversary date, supported by a detailed justification that warrants the requested increase, in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less. County shall review Vendor's written request and supporting documentation to determine whether an increase is warranted. Any upward price adjustment approved by County shall automatically impose upon Vendor the requirement to advise and extend to County downward price adjustments when Vendor experiences cost reductions.

County may, in its sole discretion, make an equitable adjustment in the pricing at any time during the term of the Agreement if pricing or availability of supply is affected by extreme and unforeseen volatility in the market place, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond Vendor's control, (2) the volatility affects the market place or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects Vendor that continued performance of the Agreement would result in a substantial loss to Vendor, all of which must be substantiated by Vendor.

If County identifies, or Vendor recommends, any additional Commodities to be provided by Vendor, that are not covered under the original Agreement, the fees for such additional Commodities shall be mutually negotiated between County and Vendor and be made a part of this Agreement by a written Amendment.

10.1 Changes in Contract Price: Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement.

10.2 Price Escalation: Vendor reserves the right to increase prices at any time in the event of a manufacturer or subcontractor price increase. Vendor will provide evidence of the manufacturer's or subcontractor's price increase and will only increase its prices by the same percentage the manufacturer's prices increase. In the event the County objects to the price increase, the County will delete the affected materials or services from the contract and neither party will have any further obligation to the other with respect to the materials or services removed from the contract except the County will be obligated to pay for materials or services delivered.

10.3 Compensation in Excess of \$195,000: If the compensation to be paid to Vendor, whether by lump sum or cost-plus-a-fixed-fee, will exceed the threshold, amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Vendor hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County, whichever is later."

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of materials and equipment provided under the Agreement shall be submitted as they are delivered. Requests for payment for the provision

of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Vendor that County deems necessary to substantiate claims for remuneration. Upon receipt of Vendor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Vendor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: County. If the dispute between Vendor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Vendor for the Services being purchased by County, a purchase order will also be issued to Vendor for the purpose of facilitating payment to Vendor. Except under an "emergency request", Vendor shall not provide any Services to County until Vendor has received a purchase order from County. Vendor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Vendor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Vendor for such emergency requests.

11.6 Progress Payments: Vendor may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Vendor which is attributable to any services provided by any of Vendors suppliers, sub-consultants or sub-contractors, Vendor shall remit payment for such from the progress payments to those sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. Notwithstanding anything contained herein to the contrary, title and risk of loss for materials and equipment will pass to County upon delivery. If Vendor's fee is a "lump sum amount", Vendor shall indicate on each invoice

(1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Sub-Contractors: When Vendor receives from County any payment for Services covered under the Agreement, Vendor must pay such moneys received to each sub-Contractor or

supplier in proportion to the percentage of the Services completed by each sub-Contractor or supplier within ten (10) business days after Vendor's receipt of the payment. If Vendor receives less than full payment, then Vendor shall be required to disburse only the funds received on a pro rata basis to its sub-Contractors or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Contractor receives payment from Vendor for labor, services or materials furnished by sub-Contractors or suppliers hired by the sub-Contractors, the sub-Contractor must remit payment due to those sub-Contractors or suppliers within seven (7) business days after the sub-Contractor's receipt of payment from Vendor.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Vendor's general accounting records and the project records, together with supporting documents and records, of Vendor, their sub-consultants and sub-contractors, performing work on the project, and all other records of Vendor, their -s and sub-contractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Vendor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Vendor on any other Agreement between Vendor and County. County may withhold payment on any invoice in the event that Vendor is in default under any provision of this Agreement or any other Agreement between Vendor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Vendor has fulfilled all of the requirements under the Agreement and provided there are no existing or pending claims or demands by County against Vendor, Vendor may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Vendor.

11.11 ACH Enrollment All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Vendor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Vendor's ability to satisfy its agreement obligations.

12.2 Warranty Against Defects in Workmanship: Vendor shall warrant its Services against defects in materials and workmanship for a period specified by the manufacturer. Should any defects in materials or workmanship appear during the warranty period, Vendor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, per the terms of the manufacturer's warranty. Vendor shall warrant such replaced materials or equipment, or repaired or re-done Services, as specified in the manufacturer's warranty. Notwithstanding anything herein to the contrary, the extent of the warranty to be provided is set forth in the attached Citrus County Warranty.

12.3 Warranty of Standard Care: In the performance of professional services, Vendor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Vendor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Vendor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Vendor do not comply with the foregoing warranties and County notifies Vendor of such, then Vendor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Vendor shall and does hereby assign to County the benefits of any of Vendor's sub-Consultant's or sub-

contractor's warranties. Such assignment shall not relieve Vendor of its warranty obligations for performance or standard of care to County under this Agreement

12.4 Warranty of Title: Title to any work product that results from Vendor's performance of its Services under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Vendor. When title passes to County in accordance with the Agreement, Vendor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Vendor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Vendor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Vendor will ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the County. Upon completion of the Agreement, Vendor will transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by County to perform the service. If Vendor transfers all public records to County upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Vendor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY JO KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.KINCH@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees, or sub-contractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

14.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

14.3 Automobile Liability: Vendor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Vendor does not own vehicles, the Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Vendor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

14.4.2 For any officer of a Vendor that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Vendor/employer/owner's employees. If Vendor/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Vendor/employer/owner.

14.4.3 The purpose of this section is to ensure that all Vendors, sub-contractors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Vendors, sub-contractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Other Insurance Provisions:

14.5.1 Vendor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.5.2 The project's proposal number should be noted on the certificate.

14.5.3 Vendor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

14.5.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.5.5 Citrus County, Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.5.6 Vendor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Vendor's insurance and shall be non-contributory.

14.5.7 For all policies of insurance except Professional Liability: Vendor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.

14.5.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.5.9 It is Vendor's responsibility to ensure that all sub-Contractors comply with these insurance requirements. Vendors shall include all sub-Contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-Contractor. All coverages for sub-Contractors

shall be subject to all of the requirements stated herein.

14.5.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.5.11 All Certificates must show that Vendor's policies have been endorsed per the requirements.

14.5.12 Once ALL paperwork is completed and received by County, an email will be sent to Vendor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Vendor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Vendor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Vendor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Vendor shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any actual and direct causes of action, demands, claims, losses, liabilities and expenditures, including reasonable defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Vendor, its sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any actual and direct claims, losses, liabilities, expenditures, demands or causes of action resulting from injuries or damages sustained by any person or property. Neither Vendor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of County or any of its officers, agents or employees, or any third parties not under the direction or control of Vendor. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County. This indemnification includes reasonable attorney's fees and costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Vendor shall proceed with the performance of any changes in the Services so ordered by County unless Vendor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Vendor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Vendor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement:

17.1 Termination by County for Cause: In the event Vendor fails to honor any term of the Agreement, or abide by any statutory, regulatory, or licensing requirements, County may terminate the Agreement for cause by first notifying Vendor in writing, specifying the nature of the default. Vendor shall have ten (10) business days to substantially commence efforts to cure such default. If after the ten-day notice, Vendor has not substantially commenced efforts to cure the default, and thereafter fails to diligently pursue correction, termination shall become final. Except for defaults of its sub-contractors at any tier, Vendor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence of Vendor. If, after termination, it is determined that Vendor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of County. In the event of termination for cause, County will be responsible for compensating Vendor only for the completed or partially completed Services up to

the date of suspension, less any expenses incurred by County as a result of the default. Termination of the service shall not entitle Vendor to any loss of anticipated profit under this provision. The rights and remedies of County in this clause are in addition to any other rights and remedies provided by law or under the Agreement.

17.2 Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. Upon receiving a notice of termination, Vendor shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. In the event of termination, County will be responsible for compensating Vendor only for the completed or partially completed Services up to the date of termination. Termination of the provision of the service shall not entitle Vendor to any loss of anticipated profit under this provision.

17.3 Intentionally Omitted:

18.0 Licenses and Certifications: Vendor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Payment and Performance Bonds: (Required if total base bid or lump sum equals \$100,000 or more)

19.1 Vendor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Vendor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Vendor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Vendor's Bid Security shall be returned to Vendor. Except when delay is caused by third parties not under the direction or control of Vendor, if the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Vendor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Vendor's Bid Security to pay for expenses incurred by County as a result of such default.

19.2 Vendor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Vendor shall deliver a certified copy of the Bonds as recorded by the Clerk of Court.

19.3 The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Vendor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

19.4 Should there be an increase in Vendor's total Price by more than ten percent (10%), Vendor shall be required to amend the value of the Payment and Performance Bonds accordingly. Vendor is responsible for recording the amended Bonds in the public records of Citrus County. Vendor shall deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

20.0 Additional Terms and Conditions:

20.1 Advertising: Subject to Chapter 119, Florida Statutes, Vendor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Vendor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

20.2 Assignment: Neither County nor Vendor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Vendor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

20.3 Bankruptcy or Insolvency: Vendor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Vendor or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

20.4 Compliance with Laws: Vendor shall comply with all applicable laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include to the extent applicable, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

20.5 Conflict of Interest: Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor 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 Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Vendor, and its sub-Contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Vendor or its sub-Contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Vendor, and its sub-Contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-Contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

20.6 Correction of Services: Vendor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Vendor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Vendor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Vendor's expense. If Vendor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Vendor.

20.7 County, Federal and State Funds: The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Vendor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

20.8 Debarment: Vendor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this

Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

20.9 Direct Purchase: County may purchase materials, equipment and supplies directly from the Vendor's supplier instead of through Contract, forgoing the payment of sales and use taxes.

20.10 Discriminatory Vendor: Vendor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list 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 be awarded or perform work as a supplier, sub-Contractor, or Vendor under a contract with any public entity, and may not transact business with public entity.

20.11 Disposal of Wastes: Vendor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Vendor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Vendor agrees that County has the right to reject, for any reason, Vendor's use of any particular disposal facility.

20.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Vendor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Vendor. The decision shall be final and conclusive.

20.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Vendor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

20.14 Drug Free Workplace: Vendor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

20.15 Employees, Sub-consultants, sub-contractors, and Agents: All Vendor employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Vendor shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Vendor must comply with all security and administrative requirements of County. County may conduct, and Vendor shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Vendor. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Vendor for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Vendor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Vendor's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Vendor in the performance of their Services. Vendor shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Vendor's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

20.16 Environmental Issues: All notifications regarding environmental issues or requirements shall

be sent immediately to County's Contact Person. Unless directed otherwise by County, Vendor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

20.17 Equal Employment Opportunity: Vendor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Vendor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-Contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-Contractor hired by Vendor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-Contractors entered into by Vendor. Sub-contracts entered into by Vendor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-Contractor. Additionally, Vendor shall insert in its sub-contracts a clause requiring sub-Contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Vendor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-Contractors is NOT allowed.

20.18 E-Verification System: Vendor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-Contractors, assigned by Vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

20.19 Force Majeure Event: Vendor shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

20.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

20.21 Governmental Restrictions: If Vendor believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Vendor shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

20.22 Immigration and Nationality Act: Vendor shall comply with all immigration laws as outlined

in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Vendor knowingly employs unauthorized aliens.

20.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Vendor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Vendor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Vendor's Service, and shall not relieve Vendor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Vendor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Vendor shall at all times during the Agreement term remain responsive and responsible. Vendor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Vendor for the performance of the provision of the Services covered under the Agreement. If County determines that Vendor does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Vendor is not relieved from fulfilling all Agreement requirements. Vendor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Vendor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Vendor as the Vendor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Vendor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Vendor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Vendor's Services.

20.24 Inspector General: Vendor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, Florida Statutes.

20.25 Lawful Claims and Demands: Should any outstanding claims by sub-Contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Vendor, Vendor will indemnify and save County harmless from such claims. Acceptance by Vendor of payment shall be and shall operate as a release to County of all claims and all liabilities to Vendor, other than claims in stated amounts as may be specifically excepted by Vendor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Vendor or its sureties from any obligations under the Agreement.

20.26 Lobbying: Vendor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

20.27 Materials, Services, and Facilities: It is understood that for field installation services, except as otherwise specifically stated in the Contract Documents, Vendor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete,

and deliver the Services within the specified time. Notwithstanding the foregoing, the County is responsible for ongoing costs including but not limited to providing power supply to the site of basestation installation, backhaul, and integration fees charged by the County's third-party software providers.

20.28 Non-Collusion: Vendor agrees that neither it, nor any of its officers, partners, agents, or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Vendor intends to do the work with its own bonafide employees or sub-Contractors and has not provided a response for the benefit of another Vendor. Furthermore, Vendor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

20.29 Patent and Copyright Responsibility: Any material, design or supplied specified by Vendor or supplied by Vendor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Vendor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Vendor in the performance of the services.

20.30 Project Site Conditions: Vendor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

20.31 Protection of Persons: Vendor will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Vendor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Vendor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Vendor employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

20.32 Public Entity Crime: 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 Vendor, supplier, sub-contractor, or Vendor 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, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20.33 Relationship: Vendor is an independent Contractor to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

20.34 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Vendor.

20.35 Schedules, Reports and Records: Vendor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Vendor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports, and records of Vendor, as they relate to the Agreement, shall be retained by Vendor for a period of three (3) years from the date of final payment under the Agreement.

20.36 Scrutinized Companies: Vendor certifies that it is not listed on (a) the Scrutinized Companies

that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Vendor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Vendor.

20.37 Security and Confidentiality: Vendor shall comply fully with all security procedures of County in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, sub-consultants, sub-contractors, officers, or employees in the course of the provision of the Services without written consent of County. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Vendor shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.

20.38 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

20.39 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

20.40 Taxes: Vendor shall pay all sales, consumer, use and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor's employees' wages. County holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

20.41 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

20.42 Workforce Labor: County believes that the hiring of employees by Vendors to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Vendor will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Vendor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Vendor in hiring assistance.

21.0 American Iron & Steel: Contractor and Subcontractor hereby agrees to comply with 2 CFR § 200.322 and 49 USC § 50101 which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless U.S. Department of the Treasury has issued a waiver for the product.

22.0 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements: Contractor and any subcontractor hereby agrees to comply with the requirements set forth in the "2 CFR, Part 20," excluding the Davis Bacon Act Requirements.

23.0 Appendix II to Part 200 Contract Provision for Non-Federal Entity Contracts Under Federal Awards: Contractor and Subcontractor hereby agrees to comply with the Appendix II to Part 200 contract

provision attached hereto and made a part of hereof as Exhibit "C" excluding the Davis Bacon Act requirement.

24.0 Sub-Contracts: The Vendor agrees to include in all subcontracts, that the subcontractor is bound by the terms of this Agreement, and the subcontractor is bound by all applicable County, state and federal laws and regulations.

25.0 Federal Contract Provisions: Contractor and Subcontractor hereby agrees to comply with the Federal Provisions attached hereto and made a part of hereof as Exhibit "D", excluding the Davis Bacon Act requirement.

26.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

CORE & MAIN LP

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

BY: _____
STEPHEN HEMINGWAY, OUTSIDE
SALES REPRESENTATIVE

STATE OF _____

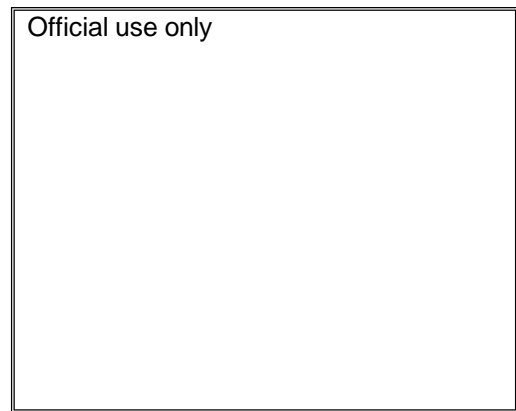
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online
notarization, this _____ day of _____, 2022, by

_____ as _____

who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2022.



NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RONALD E. KITCHEN, JR. CHAIRMAN

DATE: _____

Scope of Services for Installation

Scheduling and Customer Service

- 1) Prior to Meter Retrofit/Change-out commencement County and Contractor will meet to discuss policy, procedures and the supply/cost of labor and material for any work considered non-standard.
- 2) Any maps provided by the County shall be in electronic format.
- 3) Meters to be addressed will be provided to the Contractor in a Microsoft Excel Spreadsheet format.
- 4) CCU will select and prioritize water meters to be addressed under this agreement. The list will identify the "Reading Route", number of meters and time of month that change-out or retrofit can occur so that Contractor can plan work schedules.
- 5) CCU Utility Business Services Director will coordinate the advance notification to property owners and schedule groups of meters for work based on location and meter reading schedules per the "Reading Route".
- 6) CCU Utility Business Services will provide a list of meter replacements that will include the Account Number, Site Address, Existing Meter Number, Approximate Meter Location on Site and the Most Recent Meter Reading.
- 7) The Contractor will provide designated CCUD staff access to a secure FTP site that will contain individual job and record appropriate information such as: Address, meter numbers, meter readings, work performed notes, additional materials and labor required, checklist, etc.
- 8) Work to be performed Monday – Friday between the hours of 8:00am and 5:00pm except on County Holidays when work will not be permitted. Deviations from this schedule must be pre-approved by CCU.
- 9) Contractor's staff and field technicians to have identification to identify them as contractors working for Citrus County Utilities. All field staff to have uniforms or similar work clothing to be easily identified. All vehicles used by Contractor shall affix to each side of the vehicle a magnetic sign, supplied by Citrus County Utility. Signs will be purchased by the Contractor but surrendered to Citrus County Utilities upon completion of project or during any length of inactivity. The County reserves the right to scrutinize, and reject as unsuitable, any employee of the Contractor for Just Cause.
- 10) Contractor to avoid driving/parking on property owner's lawns and on or over irrigation heads.
- 11) Upon the shipment of all meter orders, a detailed Meter Shipment Information file will be sent via email to the designated CCU contact(s). This Meter Shipment Information file includes, but is not limited to part number, description, meter size, meter number, translator number (register), transmitter number, meter test results at high/mid/low flow, order/lot number, and date of shipment.

The system should include:

- Radio transponder endpoints with two-way communication.
- A fixed based data collection system to collect readings and information from AMI modules and transmit to a central computer.
- Software that will receive meter readings, prepare reports, and interface with CCU's billing system.
- Equipment, training, and implementation to migrate from the current system to the fixed base system.
- Secure hosting of meter readings that can be accessed by CCU at any time.
- Replacement meters for existing meters that are not compatible to support two way communications, if necessary.

Refer to Addenda No. 1 - 2 for any additional requirements or clarifications.

**EXHIBIT "B"
COMPENSATION**

Description	Qty	Total Item Cost
AMI End Units for Retrofit	6000	\$ 1,472,475.00
3/4" AMI Equipped Water Meters	5,350	\$ 1,998,559.38
1" AMI Equipped Water Meters	800	\$ 346,380.00
1-1/2" AMI Equipped Water Meters	20	\$ 34,765.50
2" AMI Equipped Water Meters	10	\$ 19,617.88
3" AMI Equipped Water Meters	1	\$ 3,802.58
Network Data Collectors	1	\$ 102,883.63
Handheld Device	5	\$ 6,438.38
Host Server Hardware	0	\$ -
Host Software	1	\$ 36,956.25
Application Software License		
(Including all software and firmware upgrades)	0	\$ -
Hosting fees (per year)	1	\$ 32,362.50
Project Management Services	1	\$ 31,250.00
TOTAL		\$ 4,085,491.10

Other fees of Licenses-List separately \$ 18,000.00

Total on Bid Form **\$ 4,103,491.08**

10-Year Build Out Estimate \$ 6,500,000.00

EXHIBIT "C"

Appendix II to Part 200, Title 2 (up to date as of 5/12/2022) Contract Provisions for Non-Federal Entity Contracts Under Fe...

This content is from the eCFR and is authoritative but unofficial.

Appendix II to Part 200, Title 2

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) ~~Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,~~

Appendix II to Part 200, Title 2 (up to date as of 5/12/2022) Contract Provisions for Non-Federal Entity Contracts Under Fe...

2 CFR Appendix-II-to-Part-200(E)

~~a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by~~

~~Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.~~

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220)

must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise

excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Appendix II to Part 200, Title 2 (up to date as of 5/12/2022) Contract Provisions for Non-Federal Entity Contracts Under Fe...

2 CFR Appendix-II-to-Part-200(J)

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323. Procurement of recovered materials

(K) See § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment

(L) See § 200.322. Domestic preferences for procurements

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The Project subject to this Agreement is fully or partially funded by Federal grants and therefore, the Subrecipient will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act: Not applicable**

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3}, which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D-1-1

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENTD-2

FEDERALNON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")
18. Rivers and Harbors Act (33 U.S.C. § 407)
19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")
20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)
21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$1 0,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

"EXHIBIT E"
CITRUS COUNTY WARRANTY

The warranties on meters included in Project Materials and Supplies, and on Work, and Services shall be as follows:

1. Project Materials and Supplies.

(a) General. Meters and equipment included in Project Materials and Supplies that Owner purchases from Core & Main LP ("Core & Main") are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project Materials and Supplies is attached hereto. The term of such manufacturer's warranty shall be as set forth in such attached manufacturer's warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters or equipment occurring after the change becomes effective), but generally the start date for warranties is the date of the manufacturer's shipment of such meters or equipment as noted in the applicable Acceptance Certificate ("Manufacturer's Warranty Period"). **PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.**

(b) Core & Main's Responsibility. Upon any breach of the manufacturer's warranty on meters or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Owner in arranging for the manufacturer to repair or replace any defective meters or equipment.

2. Installation Work and Services.

(a) General. Core & Main warrants that all installation Work and Services provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed or such Services were provided (the "Warranty Period").

(b) Exclusive Remedy. Upon any breach of Core & Main's warranty as to installation Work or Services during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work or Services necessary to bring Core & Main's installation Work and Services into compliance with such requirements.

3. DISCLAIMER OF FURTHER LIABILITIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, AND THE PROVISION OF SECTION 15.0 OF THE AGREEMENT, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY OWNER HEREUNDER.

“EXHIBIT F”

Sensus Software as a Service and Spectrum Lease Agreement