

**AGREEMENT FOR
ON CALL PROFESSIONAL SURVEY SERVICES
RSQ# 22-930B**

This is an agreement between Lake County, Florida, a political subdivision of the State of Florida, referred to herein as COUNTY, and Halff Associates, Inc., a foreign profit corporation, authorized to do business in the State of Florida, its successors and assigns, referred to herein as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Statement of Qualifications (RSQ) #21-930 seeking firms or individuals qualified to provide on call professional survey services for the County; and

WHEREAS, CONSULTANT wants to perform such services subject to the terms of this agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

THEREFORE, the parties agree as follows:

1. Legal Findings. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.
2. The purpose of this agreement is for CONSULTANT to provide on call professional survey services for the COUNTY, hereinafter referred to as the "service."
3. Scope: On the terms and conditions set forth in this agreement, COUNTY hereby engages CONSULTANT and CONSULTANT agrees to provide the service in accordance with the Scope of Services, attached as **Exhibit A**, as well as the completed Submittal Form, attached hereto and incorporated herein as **Exhibit B**. It is understood that the scope of services may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the County's Purchasing Policies and Procedures. This is an open quantity contract. The COUNTY does not guarantee to the CONSULTANT any minimum amount of work throughout the term of this agreement. CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific scope agreed to by the parties by way of a task work order. All task work orders shall be reviewed and approved by the Lake County Office of Procurement Services and the Lake County Attorney's Office for the COUNTY prior to the CONSULTANT beginning any work on the assigned project or payment being made to CONSULTANT.
4. Term: This agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners. This Agreement will remain in effect for one year with the option for two subsequent two-year renewals. The parties agree that the term may be extended until the completion of any express warranty periods provided within this agreement. Renewals are contingent upon written mutual agreement. Any work that commences prior to and will extend beyond the expiration date of the current agreement period will, unless terminated by mutual written agreement between the parties, continue until completion under the authority of this agreement.

5. Licenses and Permits: CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this agreement. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6. Payment: COUNTY will pay and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule attached as **Exhibit C**. Agreement prices will prevail for the full duration of the Agreement. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONSULTANT'S responsibility to request in writing any price adjustment. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. Rates: All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, will be considered part of overhead and will be included in CONSULTANT'S hourly labor rate. There will not be a charge less than \$25.00 showing on an invoice.

8. Rental: In the event that the CONSULTANT needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONSULTANT will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONSULTANT will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

9. Invoice: CONSULTANT will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 10 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service. All invoices will be accompanied by the PDF documentation required in the record keeping portion of this Scope of Services. The pricing section will include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONSULTANT will be allowed to charge a minimum of one hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour will be calculated into 15 minutes increments. The invoice will also include the price of the part to the CONSULTANT, the percentage of markup, the total percentage markup cost, and the total of the part.

10. Funding: In the event any part of this agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

11. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality,

amount and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this agreement. The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

12. Consultant Personnel

A. Key Personnel: In submitting a proposal, the CONSULTANT represented that each person listed or referenced therein is available to perform the Service for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel, the CONSULTANT will propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the agreement for cause.

B. Personnel: CONSULTANT will assure that all personnel are competent, careful and reliable, and have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

C. E-Verify: CONSULTANT will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

D. Notification of Emergency: In the event of a known emergency affecting the safety or protection of persons, or the work or property at the Service site or adjacent thereto, the CONSULTANT, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONSULTANT will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONSULTANT believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If CONSULTANT fails to provide written notice within the 24-hour limitation noted above, CONSULTANT will be deemed to have waived any right it otherwise may have had to seek an adjustment to the agreement amount or an extension to the agreement time.

13. Safety:

A. CONSULTANT will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONSULTANT will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONSULTANT will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONSULTANT.

B. CONSULTANT certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONSULTANT certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONSULTANT. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONSULTANT and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONSULTANT on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONSULTANT will be notified immediately. CONSULTANT will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONSULTANT to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONSULTANT with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONSULTANT in the planning of a safe work site.

F. CONSULTANT retains the ultimate responsibility to perform its professional services in a manner consistent with all applicable safety standards and directives.

G. CONSULTANT will erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONSULTANT will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONSULTANT will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONSULTANT must have ample cleaning supplies and a minimum of two vacuum cleaners on-site for clean-up. The CONSULTANT will not use COUNTY cleaning supplies or equipment. Upon final completion, CONSULTANT will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If at any time the CONSULTANT fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from the CONSULTANT'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

J. CONSULTANT will confine all equipment, materials and operations to the Service site and areas identified in the contract documents. CONSULTANT will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONSULTANT is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONSULTANT will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONSULTANT will be the sole responsibility of CONSULTANT and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONSULTANT to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance.
- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iv. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- v. The primary route of entry and symptoms of exposure.
- vi. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vii. The emergency procedure for spills, fire, disposal and first aid.
- viii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- ix. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

14. Termination of CONSULTANT'S Responsibilities: This agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONSULTANT will then be released from further obligation except as set forth in this agreement.

15. Warranties: All warranties will begin on the date of the COUNTY'S acceptance of the Service which will be the date final payment is issued to CONSULTANT and will last for a period of 12 months unless otherwise specified in the Scope of Services, plans or specifications. CONSULTANT will obtain and assign to the COUNTY all express warranties given to CONSULTANT or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service.

16. Termination: This agreement may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar days advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this agreement will be canceled, and CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this agreement.

17. Assignment of Agreement: This agreement will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONSULTANT of liability and obligations under this agreement and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this agreement for default.

18. Insurance:

A. CONSULTANT will provide a certificate of insurance reflecting coverage in accordance with the following requirements within five working days of such request. It must be received and accepted by the COUNTY prior to contract execution and before work begins.

B. CONSULTANT will provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the contract without cost or expense to the COUNTY during the entire term of any contract. CONSULTANT is responsible for timely provision of certificates of insurance to the COUNTY

at the Certificate Holder address evidencing conformance with the agreement requirements at all times throughout the term of the agreement. Such policies of insurance, and confirming certificates of insurance, must ensure the CONSULTANT is in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- ii. Coverage must be provided on a per project basis.
- iii. Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- iv. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

- v. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

- vi. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as their interest may appear all applicable policies. With regards to General Liability, additional insured for ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

D. CONSULTANT must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

E. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. CONSULTANT must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation at the time of contract. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

G. Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

H. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY.

I. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

J. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

K. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

L. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

19. Indemnity: The CONSULTANT will indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. CONSULTANT agrees to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT'S duties set forth in this agreement.

20. Independent Contractor: CONSULTANT, and all its employees, agree that they will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this agreement.

21. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this agreement, CONSULTANT will surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONSULTANT by the COUNTY pursuant to this agreement.

22. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

23. Conflict of Interest: CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this agreement unless approved by the COUNTY.

24. Retaining Other Consultants: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this agreement. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this agreement. Under these circumstances, a County representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

25. Accuracy: During this agreement, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care").

26. Right to Audit:

A. The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY'S choosing. The CONSULTANT will provide access to all of its records, which relate directly or indirectly to this agreement at its place of business during regular business hours. The CONSULTANT will retain all records pertaining to this agreement and upon request make them available to the COUNTY for three complete calendar years following expiration of the contract. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's

evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

C. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

D. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONSULTANT in performance of any work under this agreement.

27. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

28. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONSULTANT for the work under the contract will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

29. Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest will be protected against damage or interrupted services at all times by the CONSULTANT during the term of this agreement, and CONSULTANT will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT'S operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONSULTANT. All items damaged as a result of CONSULTANT or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property will either be repaired or replaced by the CONSULTANT, at the CONSULTANT'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. If the Service is to be completed within COUNTY facilities, CONSULTANT will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONSULTANT'S operation within the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONSULTANT. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONSULTANT, at CONSULTANT'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONSULTANT will be responsible for re-grading and re-sodding any areas that are disturbed by CONSULTANT while the work is completed.

30. Risk of Loss: CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that property to the COUNTY. CONSULTANT will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

31. Accident Notification: If in the course of completing work as part of this agreement there is an accident that involves the public, CONSULTANT will as soon as possible inform the COUNTY of the incident by telephone. CONSULTANT will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONSULTANT will forward a copy of the report to the COUNTY.

32. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.

iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request

from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

33. This agreement is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this agreement will lie in Lake County, Florida.

34. Neither party may assign any rights or obligations under this agreement to any other party unless specific written permission from the other party is obtained.

35. The captions utilized in this agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

36. This agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns. It is the parties' intention and desire to clearly state that there are no third-party beneficiaries under this Agreement.

37. This agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

38. The failure of any party hereto at any time to enforce any of the provisions of this agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this agreement.

39. During the term of this agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this agreement is conditioned upon the veracity of this statement of assurance.

40. The CONSULTANT will at all times comply with applicable Federal, State and local laws, rules and regulations.

41. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

42. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this agreement and purchase any and all items specified herein at the contract price(s) established herein. A contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

43. Consultant as Prime: The CONSULTANT will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this agreement. The CONSULTANT has provided a list of trusted subcontractors which are considered a part of the CONSULTANT'S "team" for purposes of this agreement and which may be utilized by CONSULTANT without limitation. The list of subcontractors which are to be considered a part of the "team" for purposes of this agreement, as well as specific, itemized pricing applicable for each, is attached hereto and incorporated herein as **Exhibit C**. The Pricing included in **Exhibit C** will prevail for the duration of this agreement. All additional subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of additional subcontractors without a COUNTY contract are limited to twenty percent of the task not to exceed \$35,000. Subcontractors currently under contract with the COUNTY obtained through competitive solicitation, may be utilized by CONSULTANT without limits. CONSULTANT may be required to use additional subcontractors currently under contract with the COUNTY. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

44. The invalidity or unenforceability of any particular provision of this agreement will not affect the other provisions hereof, and this agreement will be construed as if such invalid or unenforceable provisions were omitted.

45. Notice. Wherever provision is made in this agreement for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
Halff Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778

If to COUNTY:
Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

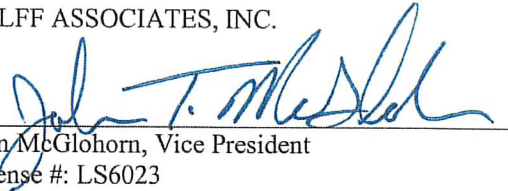
46. Scope of Agreement. This agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This agreement contains the following exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Submittal Form
Exhibit C	Pricing Sheet

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this agreement on the dates under each signature:

CONSULTANT

HALFF ASSOCIATES, INC.

By: 
John McGlohorn, Vice President
License #: LS6023

This 12th day of DECEMBER, 2022.

COUNTY


LAKE COUNTY, FLORIDA by and through its
COUNTY MANAGER



Jennifer Barker, County Manager

This 14 day of December, 2022.

Approved as to form and legality:



Melanie Marsh, County Attorney

**Exhibit A
Scope of Services**

1. SCOPE OF SERVICES

Details regarding the work to be performed are as follows:

All work must be in accordance with the Standards of Practice for surveying in the State of Florida as set forth in Chapter 5J-17, Florida Administrative Code.

All surveys must be in AutoCAD Civil 3D version 2022 (Earlier versions may be acceptable subject to prior approval). The following is a list of projects that may be requested, but not limited to:

1. Right of way surveys
2. Section breakdowns
3. Locations
4. Boundary surveys
5. Right of way staking
6. Special purpose surveys
7. Topographic surveys
8. Roadway surveys
9. Right of Way map preparation
10. Maintenance map preparation
11. Survey Sketches
12. Legal descriptions
13. GIS
14. Other tasks as required.

2. KEY CONTRACTOR PERSONNEL

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the contractor must be able to promptly provide a qualified replacement. In the event the contractor wishes to substitute personnel, the contractor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

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**Exhibit B
Submittal Form**

ATTACHMENT 1 – SUBMITTAL FORM

22-930

The undersigned hereby declares that: Halff Associates, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **ON-CALL PROFESSIONAL SURVEY SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

ATTACHMENT 1 – SUBMITTAL FORM

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corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NO

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item. and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Tavares, Florida
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: Ninety percent of the employees at this location are also Lake County residents.

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Halff Associates, Inc.
Street Address: 902 North Sinclair Avenue
City: Tavares, FL. State and ZIP Code: 32778
Mailing Address (if different): N/A
Telephone: (352) 343-8481 Fax: (352) 343-8495
Federal Identification Number / TIN: 75-1308699
DUNS Number: 00-306-7851

ATTACHMENT 1 – SUBMITTAL FORM

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11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *John McGlohorn, PSM*

Date: *5/26/2022*

Print Name: John McGlohorn, PSM

Title: Survey Team Leader

Primary E-mail Address: *jmcglohorn@halff.com*

Secondary E-mail Address: *amalone@halff.com*

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

**Exhibit C
Pricing Sheet**



Lake County Standard Hourly Rate Schedule

Survey

Survey Department Manager – P.S.M.	\$210.00
Professional Surveyor – P.S.M.	\$175.00
2 Man Field Crew	\$180.00
3 Man Field Crew	\$235.00
4 Man Field Crew	\$290.00
Senior Survey Technician	\$125.00
Survey Technician	\$100.00

GIS

Principal Officer – Senior Spatial Analyst	\$165.00
Senior Spatial Analyst	\$135.00
Spatial Analyst	\$100.00
GIS Specialist	\$60.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps/GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Travel (lodging, rental car, per diem)
Miscellaneous Services	

** 3% increase in rates per year **

ATTACHMENT 4

LOCATION PERCENTAGE OF
WORK TO BE COMPLETED

22-930

Address of Prime Consultant's designated office where the majority of work will be performed	
Street	902 North Sinclair Avenue
Street 2	
City	Tavares
State	Florida

Percentage of total overall fees projected to be performed by the Prime Consultant's office above (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)	92%
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Address of Prime Consultant's other offices where work will be performed (if applicable)	
Street	1000 N. Ashley Drive
Street 2	
City	Tampa
State	Florida

Percentage of total overall fees projected to be performed by the Prime Consultant's office above (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)	5%
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Percentage of total overall fees projected to be performed by firms located within Lake County including the Prime Consultant and Subconsultants.	95%
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