

**AGREEMENT BETWEEN  
LAKE COUNTY WATER AUTHORITY  
AND DEVO SEEREERAM, PH.D., P.E., LLC**

**FOR HYDROGEOTECHNICAL ENGINEERING ASSESSMENT  
# 25-448**

This is an Agreement between Lake County Water Authority, a dependent special taxing district of the State of Florida (the "LCWA" or "COUNTY") and DEVO SEEREERAM, PH.D., P.E., LLC., a Florida limited liability company, its successors and assigns ("CONSULTANT"), (each a "Party" and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Notice of Intent to Sole Source #25-448 for procurement of hydrogeotechnical engineering assessment, modeling utilizing the Ponds software, and Ponds software management, and other associated professional services under the Consultants' Competitive Negotiations Act, Section 287.055, and Section 287.057, Florida Statutes, following the guidelines set forth under such Acts; and,

**WHEREAS**, COUNTY sought firms or individuals qualified to provide hydrogeotechnical engineering assessment, modeling utilizing the Ponds software, and Ponds software management and other associated professional services for the COUNTY; and

**WHEREAS**, the creator and owner of the Ponds software, serving as the CONSULTANT under this Agreement, is the sole individual capable of altering, updating, or amending the software as necessary to meet the COUNTY's requirements. Ponds software is the only known application on the market that provides real-time hydrogeotechnical data essential to the services described herein. The CONSULTANT, as both the software's creator and a licensed engineer with extensive history and experience in hydrogeotechnical analysis, is uniquely qualified to assess the conditions being evaluated and to modify the software accordingly. The software is proprietary, is not offered for public sale, and has no authorized resellers or alternative suppliers reasonably available in the open market; and

**WHEREAS**, CONSULTANT desires to perform such services subject to the terms of this Agreement; and

**WHEREAS**, the provision of such services will benefit the Parties and public served by the COUNTY.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of Advisors of the Lake County Water Authority and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. **Purpose.** The purpose of this Agreement is for CONSULTANT to provide specialized expertise and institutional knowledge of the County's hydrologic systems, including historical

flooding patterns, aquifer behavior, and infrastructure vulnerabilities, as well as hydrologic and hydraulic (H&H) modeling and related engineering services utilizing the proprietary Ponds software ("Service"). CONSULTANT, Devo Seereeram, is the Principal Engineer and creator/owner of the Ponds software and is uniquely qualified to perform these services due to his extensive engineering experience and direct authorship of the software. The Ponds software is the only known tool on the market capable of providing real-time hydrogeotechnical information required for the COUNTY's needs. As the sole creator and owner, CONSULTANT is the only individual with the ability to alter, update, or amend the software to address unforeseen variables, technical issues, or evolving project requirements, ensuring accurate modeling results. The software is proprietary, not publicly available for sale, and has no authorized resellers or alternative suppliers. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide hydrogeotechnical engineering assessment, modeling utilizing the Ponds software, and Ponds software management for the COUNTY, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

**3. Term.**

**A.** This Agreement will be effective upon the first day of the next calendar month after approval by the Board of Advisors of the Lake County Water Authority (Effective Date). This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

**B.** Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

**4. Task Orders.** CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific project scope agreed to by the Parties by way of a task order. **ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY WATER AUTHORITY LEGAL COUNSEL PRIOR TO CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.** It is understood that the project scope 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.

5. **Open Quantity Contract.** CONSULTANT acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other consultant(s).

6. **Consultants Competitive Negotiation Act.** Since this is a "continuing contract" under the provisions of Section 287.055, Florida Statutes, professional services provided under this Agreement are limited to individual projects for which the estimated construction cost of the individual project under the contract does not exceed \$7.5 million or, after July 1, 2025, the maximum amount allowed as published by the Florida Department of Management Services; or, for study activities, where the fee for professional services for each individual study under the contract does not exceed \$500,000.00.

7. **Consultant Personnel.**

A. **Key Personnel.** CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to 25-448, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONSULTANT'S Key Personnel, Subconsultants, and Joint Ventures under this Agreement are attached hereto and incorporated herein as **Exhibit C**. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting in **Paragraph 18** of this Agreement shall apply to CONSULTANT'S replacement.

B. CONSULTANT will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement 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 in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. 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.

D. E-Verify. CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

8. **Pricing**. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**. Agreement prices will prevail for the full duration of the Agreement. Pricing for each project assigned by the COUNTY to CONSULTANT shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in CONSULTANT'S Pricing Schedule in effect at the time a Task Order is issued. The personnel needed for each individual project shall be determined through the Task Order. Upon reviewing the project specific scope, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses. **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.**

9. **Invoicing and Payment**.

A. CONSULTANT shall submit an accurate invoice to COUNTY Purchasing Department as designated in each specific task order issued for Services under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. The CONSULTANT will be assigned work by task order and each task order will be assigned a single identification number for billing purposes. The invoices must reflect the type of service provided to the COUNTY and must include: the contract number; task or purchase order number; date and location of delivery or service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Failure to submit invoices in the prescribed manner will delay payment.

**B.** COUNTY shall reimburse CONSULTANT for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

**C.** The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued in order to receive the interest payment.

**D.** Other than the fees and rates set forth in **Exhibit B**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**E.** Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

**F.** Compensation of Consultant's Subconsultants and Suppliers. Upon receipt of payment from the COUNTY, the CONSULTANT shall pay each of its subconsultants and suppliers out of the amount received by the CONSULTANT on account of such subconsultant's or supplier's portion of the Service, the amount to which each entity is entitled. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONSULTANT'S subconsultants or suppliers.

**10.** Compliance with Grant Funding Requirements. In the event any part of this Agreement, including project specific tasks, is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms, and agrees to incorporate any required terms in the Task Order or through amendment to this Agreement, as appropriate. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY as upon issuance of any such Task Order.

**11.** COUNTY Responsibilities.

**A.** The COUNTY shall pay CONSULTANT in accordance with the provisions of this Agreement.

**B.** COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

C. Project Manager. COUNTY shall designate one 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.

D. The COUNTY retains the right to inspect all work to verify compliance with this contract.

**12. Termination.**

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

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 terminated, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

**13. Assignment of Agreement.** This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar

acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

14. **Licenses and Permits.** CONSULTANT shall remain appropriately licensed throughout the course of the service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

15. **Independent Contractor.** CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

16. **Retaining Other Consultants.** Nothing herein shall 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.

17. **Consultant as Prime.** CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed. **The combined expenses of subconsultants without a COUNTY contract are limited to ten percent (10%) of the task, not to exceed \$35,000.00.** Subconsultants currently under contract with the COUNTY obtained through competitive solicitation, may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants currently under contract with the COUNTY. No change in subconsultants will be made without consent of the COUNTY. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

18. **Insurance.**

A. CONSULTANT shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all insured claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

B. The Parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

- 1. 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:

Table with 2 columns: Insurance Category and Limit. Categories include Each Occurrence/General Aggregate, Products-Completed Operations, Personal & Adv. Injury, Fire Damage, Medical Expense, and Contractual Liability.

- 2. Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Table with 2 columns: Insurance Category and Limit. Category: Combined Single Limit.

- 3. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

- 4. Employer's liability insurance with the following minimum limits and coverage:

Table with 2 columns: Insurance Category and Limit. Categories include Each Accident, Disease-Each Employee, and Disease-Policy Limit.

- 5. Professional liability and/or 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 \$1,000,000.

C. Lake County Water Authority, a dependent special taxing district, and the Board of Advisors of the Lake County Water Authority, shall be listed as additional insured as their interest may appear on all applicable policies. Certificate(s) of insurance must identify the Contract number in the Description of Operations section on the Certificate.

D. CONSULTANT shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT'S specific responsibility to ensure that any such notice is provided within the stated timeframe.

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall 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 to the COUNTY of all policy endorsements, reflecting the required coverage, with the COUNTY and its Governing Board listed as an additional insured on the General Liability and Automobile Liability Policy along with all required provisions to include waiver of subrogation, with the exception of workers' compensation and professional liability. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

G. Certificate holder shall be:  
LAKE COUNTY WATER AUTHORITY  
27351 SR-19  
P.O. BOX 7800  
TAVARES, FL 32778-7800

H. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY shall 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 shall be the sole responsibility of CONSULTANT and/or sub-consultant providing such insurance.

J. CONSULTANT shall be responsible for its sub-consultants, if any, and to ensure that such subconsultants are maintaining insurance during the term of this Agreement. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with 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 this Agreement for cause.

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

19. **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. Further, CONSULTANT certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

20. **Indemnity.** CONSULTANT will indemnify and hold harmless the COUNTY and its officers, commissioners, and employees for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. The CONSULTANT will indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other persons utilized by CONSULTANT in the performance of this Agreement, including negligent defects in design and errors or omissions that result in material cost increases to COUNTY, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgements in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel. The indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

21. **Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in the Agreement or Task Order; COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose will be at COUNTY'S sole risk.

22. **Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall 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 the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

**23. Additional Services & Non-Exclusivity.** Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

**24. Claims and Disputes.**

**A.** Claims by CONSULTANT must be made in writing to the COUNTY within two (2) business days of the event giving rise to the claim, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or CONSULTANT will be deemed to have waived the claim.

**B.** CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

**C.** Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY or its Executive Director will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

**D.** Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services". CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

**E.** Arbitration will not be considered as a means of dispute resolution.

**F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONSULTANT of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONSULTANT will be entitled to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**25. Accuracy and Standard of Care.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality.

**26. Deficiencies in Work.** CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

If the CONSULTANT fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONSULTANT, in writing, that the CONSULTANT is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONSULTANT fails to correct the work within the period specified in the notice, the COUNTY may place the CONSULTANT in default, obtain the services of another CONSULTANT to correct the deficiencies, and charge the incumbent CONSULTANT for these costs, either through a deduction from the final payment owed to the CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**27. Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made

within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**28. Codes and Licenses.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement. In the event a federal, state, or local statute, code, regulation or ordinance is modified or created during the term of this Agreement which is applicable and related to the services provided under this Agreement, the Parties will jointly determine if an amendment to this Agreement is necessary.

**29. Prohibition Against Contingent Fees.** 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 or resulting from the award or making of this Agreement.

**30. Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT 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 five (5) complete calendar years after the Service has been completed or terminated, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, 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 shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. 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.

3. 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 CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of 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 shall 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 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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](mailto: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, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. 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.

**F. Confidential and/or Exempt Information.** CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order issued authorizing work under this Agreement. Upon completion

of each task order, CONSULTANT will return to COUNTY all confidential and/or exempt project documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

**31. Right to Audit.**

**A.** The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. 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 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 shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to CONSULTANT.

**D.** CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants and material suppliers in connection with the work performed under this Agreement.

**32. Certification Regarding Scrutinized Companies that Boycott Israel.** By executing this Agreement, the CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida

Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any agreement with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

**33. Anti-Trafficking Related Activities.** The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;
- B. Procuring commercial sex acts during the period of performance of the Agreement;
- C. Using forced labor in the performance of the Agreement;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**34. Non-Collusion.** CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

35. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, 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 consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

36. **Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Sec. 287.133, Fla. Stat.) or Suspended Vendor (Sec. 287.1351, Fla. Stat.) Lists.

37. **Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

38. **Antitrust Violator Vendor List (State funded projects).** As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

39. **Foreign gifts and contracts.** Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab

Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

**40. Contracting with foreign entities of concern.** Pursuant to Section 287.138, Florida Statutes, for contracts where CONSULTANT may have access to personal identifying information, CONSULTANT certifies to the COUNTY by submitting its bid that (1) CONSULTANT is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONSULTANT; and (3) CONSULTANT is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

**41. Social, political, or ideological interests.** Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**42. Disadvantaged Businesses.** The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**43. Tobacco Products.** Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

**44. Civil Rights Act.** During the term of this Agreement CONSULTANT assures 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 CONSULTANT does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT'S employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Executed Title VI Non-Discrimination Assurances are attached hereto as **Exhibit D** and incorporated herein.

**45. Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of

the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

**46. Force Majeure.** The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, 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 and any other cause whatsoever 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.

**47. Captions.** 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.

**48.** This Agreement shall be binding upon and shall inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

**49.** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the Parties hereto, unless otherwise stated herein.

**50.** 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, each and every provision of this Agreement.

**51. Compliance with Applicable Laws.** The CONSULTANT will at all times comply with all applicable Federal, State and local laws, rules and regulations in effect at the time Services are performed.

**52. Fraud, Misrepresentation, and Material Misstatements.** 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 (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**53. Using Departments.** This Agreement is not specific to a COUNTY department and it is agreed and understood by the Parties that any COUNTY department may avail itself of this Agreement and procure services specified herein at the Agreement price(s) established herein ("Using Department"). An Agreement modification will be issued by the COUNTY identifying the requirements of any specific COUNTY department(s), if COUNTY deems necessary.

54. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

55. **Construction of Agreement.** The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

56. **Continuation of Work.** Any work that commences prior to, and will extend beyond the expiration date of this Agreement must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

57. **Sovereign Immunity.** COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third Party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

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

**If to CONSULTANT:**

DEVO SEEREERAM, PH.D., P.E., LLC  
5500 Alhambra Drive  
Orlando, Florida 32808

**If to COUNTY:**

Lake County Water Authority  
Attention: Executive Director

27351 SR 19  
P.O. Box 7800  
Tavares, Florida, 32778

***With a Copy to:***

Lake County Water Authority Attorney  
Jimmy Crawford, Esq.  
702 W. Monroe Street  
Clermont, Florida 34711

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.

59. **Scope of Agreement:** This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the

Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore 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 into this Agreement:

Exhibit A (Composite).....Scope of Services (2 pages).

Exhibit B .....Pricing Schedule (4 pages).



**LAKE COUNTY WATER AUTHORITY**

LAKE COUNTY WATER AUTHORITY, through  
its  
BOARD OF TRUSTEES



Robert Hendrick, Board Chairman

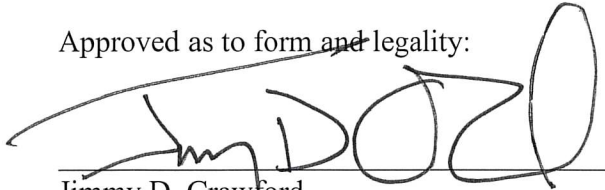
This 10<sup>th</sup> day of Dec, 2025

ATTEST:



Gary Cooney, Clerk  
Lake County Water Authority,  
A Dependent Special District

Approved as to form and legality:



Jimmy D. Crawford  
Legal Counsel

Provide geotechnical engineering, soil engineering, geology, structural foundation, retaining wall design, stormwater pond design, sinkhole evaluation, road construction inspection services, ground water flow, hydraulic analysis of storm pipes and culverts, laboratory and material testing services, slopes stability and embankment design, and other specialized services for assigned tasks that are related to, but not limited to Lake County Water Authority buildings, water or natural resources.

Desk-top study and review of existing data: Compilation and analysis of existing geological, hydrogeological, and environmental reports, well logs, ground water records, aerial photographs, and regulatory documents.

**Desktop Study and Data Review:**

- Collect and review available geological, hydrogeological and environmental data (e.g. maps, regulatory databases, previous studies).
- Review groundwater records and protection maps for the area.

**Field investigations:**

- Geophysical surveys: Use non-invasive techniques (electrical resistivity, seismic refraction) to map subsurface features.
- Test drilling and excavation: Drill boreholes and excavate test pits to observe subsurface conditions and collect soil/rock samples.
- Installation of monitoring wells: Place monitoring wells in selection boreholes for measuring groundwater levels and flow direction.
- Surveying: Measure ground elevations at boreholes/test pits.
- Soil sampling and laboratory testing: Conduct geotechnical tests (bearing capacity, soil strength, permeability, deformation, consolidation, etc.) and hydrogeological laboratory analyses for water quality.

**Data Analysis and Modelling**

- Analyze hydrogeological data and development of conceptual models of groundwater flow, recharge areas, and identify contamination risks.
- Assess geotechnical data for slope stability, foundation recommendations, earthworks and backfill guidance, erosion hazard limits and pavement design.

**Water Quality Assessment:**

- Sampling and Laboratory Analysis: Evaluate parameters such as pH, dissolved solids, major ions, metals, and contaminants
- Background Water Quality: Assess baseline conditions prior to project development

**Data Integration and Mapping:**

- Preparation of Hydrogeological Maps: Aquifer recharge / discharge areas, groundwater migration paths, potential contaminant plumes
- Cross-sections and figures: Show vertical / horizontal extend of aquifer systems, contamination

**Hazard and Suitability Assessment**

- Evaluate shallow hazards (slope instability, anthropogenic hazards, buried structures, seismic risk, and soil variability) that may affect the site or project design
- Identify potential impacts on the environment from site development (e.g., water table, drawdown, contamination)
- Review regional hazards; seismicity, subsurface faults, bedforms, and sediment mobility.

**Regulatory Compliance and Permitting**

- Summarize regulatory requirements (may include water extraction permits, or environmental compliance.
- Document findings in a report for use in design, planning, and regulatory submissions.

**Recommendations and Reporting**

- Provide engineering recommendations for site development based on findings.
- Prepare a detailed report including methodologies, results, interpretations, and any design or mitigation recommendations.

**Additional Items:**

- Planning review or assistance
- Planning and procedure recommendations
- Spill prevention/response
- Cultural/resource protection and habitat restoration guidance
- Wetland assessment
- Biological wetland engineering, permitting, construction, guidance and reporting
- State Environmental Resource Permitting, (ERP) assistance
- Conservation easement and wetland bank assistance, independent review or subject matter expert services

*[The remainder of this page intentionally left blank]*

**CONTINUING PROFESSIONAL  
ENGINEERING SERVICES  
CONTRACT #25-448**

**DEVO SEEREERAM, PH.D., P.E., LLC  
Billable Rates and Multiplier**

<b>Position Category</b>	<b>Hourly Rate</b>	<b>Multiplier</b>	<b>Billable Rate</b>
Principal Engineer	\$70.00	2.47	\$172.90
Senior Civil Design Engineer	\$60.00	2.47	\$148.20
Senior Geotechnical Engineer	\$55.00	2.47	\$135.85
Senior Field Inspector	\$35.00	2.47	\$86.45
Senior Engineering Technician	\$35.00	2.47	\$86.45
Junior Field Technician	\$31.00	2.47	\$76.57
Senior CADD Designer and Engineer	\$40.00	2.47	\$98.80
Senior-level CADD/GIS	\$35.00	2.47	\$86.45
Junior Graphics Technician	\$31.00	2.47	\$76.57
Senior Administrative Manager	\$35.00	2.47	\$86.45
Administrative Manager	\$31.00	2.47	\$76.57
Clerical/Technical Secretary	\$25.00	2.47	\$61.75

General Overhead Rate	116.33%
Fringe Benefit Rate	8.60%
Fringe + General Overhead Rate	124.93%
Salary + Fringe + General Overhead Rate	224.93%
Profit Margin	22.49%
Total Overhead Rate	247.42%

**TABLE I. LABORATORY SOIL & WATER TESTING SERVICES**

Description of Work Item	Unit	Rate
<b>I.1 GEOTECHNICAL LAB TESTING SERVICES</b>		
<b><u>Classification Tests:</u></b>		
Senior Technician for classification of soil samples by visual & tactile methods	hr	\$86.45
Natural moisture content & fines content (% passing U.S. #200 sieve)	each	\$65.00
Complete sieve analysis (8 sieves)	each	\$90.00
Organic Content Test	each	\$80.00
Atterberg Limits (soil plasticity)	each	\$85.00
<b><u>Chemical Tests:</u></b>		
Soil Corrosivity Series (pH, sulfates, chlorides and resistivity)	each	\$300.00
<b><u>Permeability Tests:</u></b>		
Hydraulic conductivity test on undisturbed Shelby tube sample (> 0.1 ft/day)	each	\$225.00

**TABLE 2. FIELD TESTING SERVICES**

Description of Work Item	Unit	Depth Range	Rate
<b>2.1 GENERAL</b>			
Senior Technician for preliminary site reconnaissance, utility location, coordination with site contractors, layout of boreholes and measure stabilized water table	hr	Not Applicable	\$86.45
Mobilization/Remobilization/Demobilization of truck-mounted drilling equipment	sum	Not Applicable	\$700.00
Mobilization/Remobilization/Demobilization of mud-bug or track drilling equipment	sum	Not Applicable	\$900.00
Stand-by time for circumstances beyond the control of the drilling crew	hr	Not Applicable	\$250.00
Site Clearing	hr	Not Applicable	\$250.00
<b>2.2 GEOTECHNICAL</b>			
Hand auger borings	lin. ft.	0 to 15 ft	\$15.50
Hand auger borings with piezometers	lin. ft.	0 to 15 ft	\$17.50
Power auger borings	lin. ft.	0 to 50 ft	\$15.00
	lin. ft.	50 to 100 ft	\$16.00
Power auger borings with piezometers	lin. ft.	0 to 50 ft	\$17.00
	lin. ft.	0 to 50 ft	\$17.00
Standard penetration test borings	lin. ft.	50 to 100 ft	\$21.50
	lin. ft.	100 to 150 ft	\$28.00
	lin. ft.	150 to 200 ft	\$33.00
Seal boreholes with cement/bentonite grout	lin. ft.	0 to 50 ft	\$7.00
	lin. ft.	50 to 100 ft	\$8.00
	lin. ft.	100 to 150 ft	\$9.00
Install temporary casing (3" Φ)	lin. ft.	150 to 200 ft	\$10.00
	lin. ft.	0 to 50 ft	\$9.00
	lin. ft.	50 to 100 ft	\$11.00
Extra split spoon samples (SPT)	lin. ft.	100 to 150 ft	\$14.00
	each	0 to 50 ft	\$35.00
	each	50 to 100 ft	\$40.00
Undistributed (Shelby Tube) samples	each	100 to 150 ft	\$45.00
	each	0 to 50 ft	\$120.00
Sample Jars	each	50 to 100 ft	\$220.00
	case	n.a.	\$20.00
Muck survey or wash borings (2 man crew)	day	n.a.	\$1,000.00
Muck survey or wash borings (3 man crew), with boat if needed	day	n.a.	\$1,500.00
Collection of shallow depth vertical permeability samples	each	0 to 10 ft	\$125.00
Field borehole permeability test	each	0 to 10 ft	\$450.00
Piezometer permeability test (does not include piezometer installation)	each	0 to 25 ft	\$350.00
	lin. ft.	0 to 50 ft	\$36.00
Rock corings: HQ Size (2.5" dia)	lin. ft.	50 to 100 ft	\$40.00
	lin. ft.	100 to 150 ft	\$46.00
<b>2.5 PAVEMENT CORINGS ON TRAFFICED STREETS</b>			
Cut pavement core and reinstate	each	Not Applicable	\$350.00
Full traffic control including M.O.T. plan to facilitate coring and drilling on street	day	Not Applicable	\$2,800.00

**TABLE 3. PRINTING & DATA MEDIA**

Description of Work Item	Unit	Rate
<b>3.1 PRINTING AND BINDING SERVICES</b>		
8.5" by 11" - Black & white	each	\$0.75
11" by 17" - Black and white	each	\$2.00
8.5" by 11" - Color	each	\$1.00
11" by 17" - Color	each	\$5.00
24" by 36" - Black and White Plot	each	\$20.00
24" by 36" - Color Plot on regular paper	each	\$40.00
CD Data	each	\$10.00
DVD Data	each	\$10.00
Coil binding with stock cover and backing	each	\$15.00
Binders with Tabs and Covers	each	\$25.00
Courier service to prime consultant	each	\$35.00
Courier service to public works	each	\$35.00
Printing / Reprographics by printing companies	NA	Cost