

SAMPLE AGREEMENT

Subject to change upon award.

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA,
AND [VENDOR NAME],
FOR SOLID WASTE ENGINEERING SERVICES
(CCNA)**

RSQ # 26-546

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the "COUNTY") and [Entity Name], a [Entity Type], its successors and assigns ("CONSULTANT"), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualification (RSQ) #26-546 for procurement of professional services under the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and,

WHEREAS, COUNTY sought through RSQ #26-546 firms or individuals qualified to provide Solid Waste Engineering Services to assist the County's Office of Solid Waste on a variety of matters; 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 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. Purpose. The purpose of this Agreement is for CONSULTANT to provide Solid Engineering Services for assigned tasks related, but not limited to, system evaluations, design, permitting and construction; operational and fiscal assessments; air emissions modeling, permitting, and siting; leachate and wastewater management; hydrogeological services; and quality control and related to COUNTY'S solid waste and solid waste related operations, based on individual Task Orders ("Service").

3. 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.

4. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide on-call engineering and consulting services 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.

5. **Effective Date and Term.**

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (Effective Date).

B. 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.

C. **Continuation of Work.** 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.

D. **Contract Extensions.** COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the expiration of a contract Term. In such event, COUNTY will notify CONSULTANT in writing of the extension. This Agreement may be extended beyond the initial ninety (90) day extension upon the mutual, written agreement of COUNTY and CONSULTANT.

6. **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 ATTORNEY'S OFFICE FOR THE COUNTY 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.

7. **Open Quantity Contract.** Unless expressly stated otherwise in the Scope of Work, CONSULTANT acknowledges and agrees that this Agreement is an open quantity contract. COUNTY makes no guarantees, express or implied, as to quantities or dollar value that will be used during the Agreement period. COUNTY is not obligated to place an order for any given amount of services and this Agreement does not guarantee any minimum amount of work. 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) or procure needed goods/services separately utilizing the COUNTY'S procurement procedures.

8. Consultant Personnel.

A. Key Personnel. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 26-546, 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 B (Composite)**. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting in **Paragraph 21** 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 on COUNTY property 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 comply with Section 448.095, Florida Statutes. CONSULTANT must include an express requirement that in any contracts with subcontractors performing work under this Agreement that subcontractor 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 subcontractors during the term of the subcontract. CONSULTANT'S failure to comply with this section, or CONSULTANT'S use of any subcontractor that fails to comply with this section, shall constitute a material breach of this Agreement and shall entitle the COUNTY to terminate this Agreement immediately for cause. CONSULTANT shall be liable for all costs, damages, losses, and delays arising from such noncompliance.

9. Pricing.

A. 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 (Composite)**. Agreement prices will prevail for the full duration of the Agreement.

B. 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.**

10. Invoicing and Payment.

A. CONSULTANT shall submit an accurate invoice to COUNTY Using 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. Invoices must be submitted to SolidWasteInvoices@lakecountyfl.gov. Invoices must reflect the type of service provided to the COUNTY and must include: the contract number; Task Order 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. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment and CONSULTANT may be considered in default of contract, and its contract may be terminated.

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 timely submitted, approved, and accepted by COUNTY, in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made as specified in Section 218.73, Florida Statutes. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONSULTANT, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

D. Other than the fees and rates set forth in **Exhibit B (Composite)**, 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. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly

or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Agreement. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.

F. 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.

G. 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.

11. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee Agreements or Task Orders 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 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 this Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate; in addition, for continuing contracts, CONTRACTOR'S proposal in response to a Task Order shall constitute CONSULTANT'S certification and execution of a Truth in Negotiation Certificate. COUNTY reserves the right to request a CONSULTANT execute separate Truth in Negotiation Certificates for services under this Agreement in addition to the certification provided for herein.

12. 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.

13. 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.

14. 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.

15. Insurance. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit C**, attached hereto and incorporated herein by reference. CONSULTANT shall provide COUNTY with evidence of insurance satisfactory to COUNTY.

16. 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.

17. Prohibition Against Contingent Fees. CONSULTANT, by entering this Agreement, 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.

18. Conflicts of Interest, Contracting with County Employees. 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 the contract, 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 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 under the contract and that no such person may have any such interest at any time during the term of this contract unless approved by the COUNTY in writing. CONSULTANT shall

promptly disclose in writing to COUNTY any circumstances that arise during the term of the contract that could reasonably be viewed as an actual, potential, or apparent conflict of interest, and shall take all steps reasonably requested by COUNTY to mitigate or eliminate such conflict.

19. Disadvantaged Businesses (Projects Utilizing State or Federal Transit Funds). COUNTY has adopted Policy LCC-80 which assures and encourages the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services for projects utilizing state or federal transit funding or grants. When a contract is funded utilizing state and/or federal transit funding or grants, CONTRACTOR shall comply with COUNTY Policy assuring and encouraging the participation of DBE in the provision of goods and services, as such policy may be amended from time to time, as well as the applicable provisions of 49 C.F.R. Part 26

20. State Registration Requirements. CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of registration may be required prior to award of a contract. If CONSULTANT claims an exemption from registration, CONSULTANT shall provide a written explanation and certification of the exemption claimed to COUNTY along with proof CONSULTANT is in good standing in the state in which it is registered.

21. Consultant as Prime; Use of Subcontractors and Subconsultants.

A. CONTRACTOR shall act as the prime contractor in providing the goods and/or services required by COUNTY and will assume full responsibility for the successful performance under the contract. CONSULTANT shall be considered the sole point of contact regarding meeting all requirements of this Agreement. CONTRACTOR'S subcontractors may be subject to advance review by the COUNTY regarding competency and security concerns. CONTRACTOR will be responsible for all insurance, permits, licenses, and related matters for all subcontractors utilized by CONTRACTOR to provide the goods and/or services under the contract. COUNTY may require CONTRACTOR to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

B. All subconsultants and subcontractors will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in subconsultants or subcontractors included as part of CONSULTANT'S proposal shall be made during the Term of the Agreement. CONSULTANT shall be responsible for all insurance, professional certifications, licenses and related matters for any and all subconsultants. 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. Approval, review, or oversight by COUNTY of any subcontractor, or the COUNTY'S communication with or direction regarding any subcontractor, shall not relieve or reduce the CONTRACTOR'S obligations or liability for performance, nor create any duty or liability of the COUNTY to any subcontractor.

C. The combined expenses of subconsultants and subcontractors without a COUNTY contract are limited to ten percent (10%) of the Task Order, not to exceed \$35,000.00. Subconsultants or subcontractors currently under contract with the COUNTY obtained through competitive solicitation, may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants or subcontractors currently under contract with the COUNTY. No change in subconsultants or subcontractors approved for an individual Task Order will be made without consent of the COUNTY.

D. CONSULTANT shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

22. **Binding Effect of Agreement.** 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. This Agreement may not be amended, released, discharged, rescinded, or abandoned except by a written instrument duly executed by each of the Parties, unless otherwise provided for herein.

23. **No Additional or Conflicting Consultant Terms.**

A. **Express Rejection of Contractor Terms.** COUNTY expressly objects to, rejects, and disclaims any and all additional or different terms and conditions proposed or supplied by CONSULTANT, regardless of form or timing, including, without limitation, any terms contained in or referenced in any CONSULTANT quote, proposal, bid, invoice, order acknowledgement, packing slip, bill of lading, email, hyperlink, website, online portal, click-through or browwrap page, shrinkwrap or box-top terms, or other communications or documents, whether written, oral, or electronic.

B. **Online/Browwrap/Clickwrap/Shrinkwrap Terms.** Without limiting the foregoing, COUNTY rejects and will not be bound by any browwrap, clickwrap, click-through, web-posted, portal-based, shrinkwrap, box-top, or similar online or embedded terms, even if access is provided to, or use is made of, CONSULTANT websites, portals, tools, software, or services, and even if COUNTY is required to “accept,” “agree,” or click through such terms to proceed.

C. **Void and No Effect.** Any such additional or different terms referenced in the foregoing subparagraphs are void and of no effect, shall be deemed material and expressly objected to by COUNTY, and shall not modify, supplement, or become part of any contract between the Parties.

D. **Controlling Terms; No Implied Assent by County.** The terms and conditions supplied by COUNTY, (including any terms included or referenced in any Purchase Order, Scope(s) of Work, and solicitation documents issued by COUNTY) control and govern all goods and services provided by CONSULTANT. Commencement of performance by CONSULTANT, shipment, delivery, performance, or COUNTY’S acceptance, inspection, use of goods or services, or payment, shall not constitute or be deemed COUNTY’S assent to any CONSULTANT terms or any modification of the contract.

E. **Exclusive Method of Amendment.** Any change to, or deviation from, the terms and conditions supplied by COUNTY is effective only if set forth in a written amendment or contract modification expressly referencing the contract and signed by authorized representatives of both Parties in accordance with COUNTY’S purchasing procedures. No other act, usage, course of dealing, course of performance, trade practice, email exchange, or click-through shall modify the contract.

F. **Contractor Acceptance by Performance.** CONSULTANT’S commencement of performance, preparation for performance, or delivery under a Purchase Order issued by COUNTY constitutes CONSULTANT’S acceptance of the terms and conditions set forth in this document and COUNTY provided materials to the exclusion of any CONSULTANT supplied terms.

24. **No Waiver.** 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.

25. Modification of Contract. The Agreement may be modified by mutual consent of duly authorized Parties through the issuance of a contract modification, change order, purchase order, or formal amendment, as appropriate, but to be effective and binding, the modification must be in writing, executed by the Parties following the COUNTY'S procurement procedures. No modification shall be binding upon the COUNTY unless approved in accordance with COUNTY policies and signed by an authorized COUNTY representative.

26. Additional Services & Non-Exclusivity. Services not specifically identified but similar in nature may be added 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.

27. 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.

28. Assignment of Agreement. CONSULTANT shall not assign, transfer, or otherwise convey the contract, in whole or in part, or delegate any duty thereunder, including any rights, title or interests, or authority to execute the contract without COUNTY'S prior written consent, which COUNTY may grant, condition, or withhold in its sole discretion. 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 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. Any attempted assignment or delegation in violation of this Section is void.

29. Use by Other Governmental Agencies ("Piggybacking"). As an Agreement entered under the Consultant's Competitive Negotiation Act (CCNA), use of this Agreement by other governmental agencies to procure the services provided herein is not authorized.

30. 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.

31. 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.

32. 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 seven (7) 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.

33. County is Tax-Exempt. When making direct purchases, COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Except for materials specifically identified and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, contractors conducting business with the COUNTY are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations. Contractors are also prohibited from using the COUNTY'S Tax Exemption Certificate when procuring materials; misuse of the COUNTY'S tax exemption shall constitute fraud and grounds for termination and legal action. CONTRACTOR may obtain a copy of the COUNTY'S Tax Exemption Certificate at https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf.

34. Shipping Terms, F.O.B. – Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. COUNTY will not consider any contractor proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery. Risk of loss remains solely with CONSULTANT until final acceptance by COUNTY.

35. Acceptance of Professional Services. All services and deliverables provided by CONSULTANT are subject to COUNTY'S review, testing, and written approval prior to acceptance. CONSULTANT shall provide each deliverable and any related work product in accordance with the Scope of Work and applicable specifications, acceptance criteria, and milestones (collectively, the "Specifications"). Upon receipt of any deliverable, COUNTY will, within a reasonable amount of time, review and test the deliverable for conformity with the Specifications (the "Acceptance Period"). Acceptance shall occur only upon COUNTY'S express written notice of acceptance. No use, payment, or delay shall constitute or be deemed acceptance absent such written notice. If COUNTY determines, in its reasonable discretion, that any service or deliverable fails to conform to the Specifications or otherwise does not meet the agreed-upon standards of quality, performance, completeness, or timeliness, COUNTY will provide CONSULTANT

with notice of rejection specifying the deficiencies. Upon rejection, the deliverable shall be deemed not accepted and CONSULTANT shall, at its sole cost and expense and without delay, promptly correct, repair, re-perform, or replace the nonconforming services or deliverables to bring them into full conformity with the Specifications. CONSULTANT shall submit the corrected or replacement Deliverable for re-review, which shall trigger a new Acceptance Period.

COUNTY'S review, inspection, testing, or use of any services or deliverables before written acceptance shall not constitute acceptance or a waiver of any rights or remedies. CONSULTANT remains responsible for meeting all Specifications and for latent or hidden defects discovered after acceptance in accordance with the warranty and indemnity provisions of this Agreement.

36. Similar or Ancillary Services. Similar services not specifically identified in the Agreement may be added upon execution of a written amendment. County reserves the right to award any additional services to CONSULTANT or acquire the items from another vendor through a separate solicitation. While the COUNTY has listed all major services expected to be required by COUNTY departments in conjunction with their operations, there may be similar or ancillary services that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONSULTANT to obtain a price quote for the similar or ancillary work.

37. Safety. To the extent required for the Services provided under this Agreement, CONSULTANT, when performing any field work or job-site related services, shall at all times (a) comply with all applicable federal, state, and local occupational health and safety laws, regulations, and orders; (b) comply with all COUNTY, contractor, and site-specific safety rules, policies, procedures, and orientations communicated to CONSULTANT; and (c) follow the lawful directions of the site safety manager or other authorized safety personnel. CONSULTANT shall, at its own expense, furnish and properly use appropriate personal protective equipment (PPE) required by applicable law or site policy for the activities to be performed, which may include, without limitation, hard hats, high-visibility garments, safety footwear, eye and hearing protection, gloves, and respiratory protection as applicable. CONSULTANT shall ensure that all PPE is in good condition, properly fitted, and used in accordance with manufacturer instructions and site requirements. Notwithstanding anything to the contrary, CONSULTANT is solely responsible for the safety of its personnel and subcontractors performing work under this Agreement.

38. Safety Data Sheets. To the extent required for the Services provided under this Agreement, CONSULTANT is responsible for ensuring COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material made under this Agreement. CONSULTANT shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

39. Tobacco, Alcohol, and Drugs. The use of tobacco products, including smoking and smokeless tobacco, as well as vaping devices, alcohol, and illegal drugs, are strictly prohibited on COUNTY owned property. If CONSULTANT becomes aware of alcohol or illegal drug use by CONSULTANT'S employees or subcontractors while on COUNTY property, CONSULTANT shall immediately remove the individual(s) from the jobsite and notify COUNTY. COUNTY may, in its discretion, require CONSULTANT to remove individuals it reasonably believes to be under the influence of drugs or alcohol.

40. Cleanup. If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner at no additional cost to COUNTY. CONSULTANT must have sufficient and Service appropriate supplies on-site for clean-up. At no time

may the CONSULTANT use COUNTY cleaning supplies or equipment. Upon final completion, the CONSULTANT shall 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 may retain outside cleaning services and the actual costs for this service will be deducted from the CONSULTANT'S final payment. A minimum of \$50.00 to cover COUNTY'S time for securing services to properly clean and inspect the site will be charged to CONSULTANT for each occurrence.

41. Protection of Property & Risk of Loss. To the extent applicable to the Services provided under this Agreement, all existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest, as well as any adjacent private property, must be protected against damage or interrupted services by the CONSULTANT. All necessary protective equipment, fencing, barriers, or similar structures, including pollution, erosion, and sediment controls, must be in place before the start of work and be maintained for the duration of the work. CONSULTANT will be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of CONSULTANT'S operations. In the event CONSULTANT fails to comply with these requirements, COUNTY reserves the right to secure the required services and charge the costs of such services back to CONSULTANT by invoice or credit memo. 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 COUNTY. CONSULTANT will immediately repair, replace or make good on the loss or damage without cost to COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third-party.

42. Certification, Licensure, Permits, and Fees.

A. CONSULTANT shall, for the full Term of this Agreement, all licenses, certifications, qualifications, and levels of experience and training required by applicable state or local regulatory authorities and as expressly stated or implied by the COUNTY in the solicitation documents and any scope of work to provide the services required under this Agreement. CONSULTANT shall promptly notify COUNTY in writing of any investigations, notices, or violations arising from or related to the CONTRACTOR'S performance of the Agreement by any licensing, certifying, or regulatory body overseeing contractor's profession.

B. CONSULTANT will be solely responsible for obtaining all necessary licenses, approvals, permits, and inspections (to include payment of fees) required to complete the service, unless expressly stated otherwise in this Agreement, and shall comply with all laws, ordinances, regulations, building, or other code requirements applicable to the services provided.

C. CONSULTANT shall ensure that any subcontractor engaged by CONSULTANT to perform work under this Agreement is appropriately licensed and qualified to perform its portion of the work; CONSULTANT shall be responsible for verifying the competency of its subcontractors and suppliers. CONSULTANT shall provide proof of licensure or certification for itself and its subcontractors to COUNTY upon request. Failure to maintain all required licenses, or obtain all required permits, inspections, or approvals, will entitle the COUNTY, at its option, to terminate the contract. Damages, penalties, or fines imposed on COUNTY or CONSULTANT for CONSULTANT'S failure to obtain required licenses, permits, or inspections, or payment of fees, will be borne by CONSULTANT and may be deducted by COUNTY from CONSULTANT'S final payment or invoiced to CONSULTANT, if charged directly to COUNTY.

D. CONSULTANT shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement.

43. Independent Contractor; Responsibility as Employer. 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 will 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. CONSULTANT shall bear sole responsibility for all employment-related obligations, including wages, taxes, benefits, and claims.

CONSULTANT shall provide employees that are competent, careful, and reliable and capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT may be required to wear appropriate identification.

44. Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may 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.

45. Professional Services Indemnification. To the extent permitted by law, 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 required insurance. To the extent permitted by law, CONSULTANT will indemnify and hold harmless COUNTY, its officers, commissioners, 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 judgments 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. This indemnification shall survive the termination of this Agreement.

46. 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 and costs.

47. Right to Audit.

A. 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 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 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.

C. CONSULTANT agrees to include the requirements of this provision in all contracts with subconsultants and material suppliers in connection with the work performed under this Agreement. The provisions of this section are hereby considered to be included within, and applicable to, any subcontractor agreement entered by CONSULTANT in performance of any work under the Agreement.

48. Technology Services. 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.

49. Public Records. CONSULTANT acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under the contract are public records subject to the public records disclosure requirements of Section 119.07(1), Florida Statutes, and Article I, Section 24 of the Florida Constitution. Requests to inspect or copy public records relating to the COUNTY'S Contract for services must be made directly to the COUNTY. If CONSULTANT receives any such request, CONSULTANT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONSULTANT of such request, and the CONSULTANT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

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.

D. Failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. 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.

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. CONSULTANT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third-party claims or awards for attorney's fees and costs arising therefrom. CONSULTANT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

G. The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that CONSULTANT has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONSULTANT is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONSULTANT may contact COUNTY with questions regarding the application of the Public Records Law; however, CONSULTANT is advised to seek independent legal counsel as to its legal obligations. COUNTY cannot provide CONSULTANT advice regarding its legal rights or obligations.

50. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Agreement or prepared by CONSULTANT as part of any Task Order issued authorizing work under this Agreement. CONSULTANT agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. 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, upon request, will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed; COUNTY'S failure to request written certification is not a waiver of CONSULTANT'S responsibilities under this section.

51. Termination.

A. Termination for Convenience. The COUNTY, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice to CONSULTANT without penalty to COUNTY; 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 is completed and accepted. Upon receipt of such notice, CONSULTANT shall not incur any additional costs under the contract unless expressly authorized to do so by COUNTY. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed

and reasonable expenses incurred by CONSULTANT prior to the date of termination. The COUNTY will be the sole judge of "reasonable costs."

B. Termination Due to Unavailability of Funding. When funds are not appropriated or otherwise made available to support continuation of performance of the contract in a current or subsequent fiscal year, the contract will be cancelled by the COUNTY upon thirty (30) calendar days written notice without penalty, and the CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

C. Termination for Cause or Default. The COUNTY reserves the right to terminate this Agreement, in whole or in part, or effect other appropriate remedy, in the event of CONSULTANT'S actual or anticipated failure to perform in accordance with any of the terms and conditions in the contract documents. COUNTY further reserves the right to suspend or debar CONSULTANT in accordance with the COUNTY'S ordinances, resolutions, and administrative orders. COUNTY will provide CONSULTANT written notice of default and COUNTY'S intent to terminate the Agreement, and CONSULTANT will be given ten (10) business days to cure the default. If the default is not cured to the satisfaction of the COUNTY within the time provided, the COUNTY shall have the right, in its sole discretion, to take any of the following action(s): (i) immediately terminate the Agreement in whole or in part by written notice thereof; (ii) begin assessment of liquidated damages, if applicable; (iii) upon written request by CONSULTANT setting forth a reasonable basis for additional time, grant CONSULTANT additional time to cure the default; and/or (iv) take such any other action as COUNTY deems in its best interest, including, but not limited to, seeking all available legal and equitable remedies. Termination costs shall not apply to COUNTY. The thirty (30) day advance notice requirement is waived in the event of termination for cause. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source, using any method it deems to be in its best interest. All re-procurement costs will be borne by the CONSULTANT; COUNTY shall have the right to withhold final payment to and/or invoice CONSULTANT to cover costs incurred resulting from CONSULTANT'S breach of contract.

52. Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable, and the CONSULTANT will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or CONSULTANT to use or display COUNTY'S Intellectual Property. No intellectual property created under this Agreement may be reused by CONSULTANT for another client if such reuse would impair the COUNTY'S interests. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY. Any unauthorized use shall constitute a material breach of this Agreement and may result in termination and all other remedies available to the COUNTY.

53. 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.

54. 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. CONSULTANT shall provide written notice to the COUNTY within five (5) business days of becoming aware of a force majeure that will significantly delay performance. Failure to provide timely notice shall constitute a waiver of any claim of force majeure by CONSULTANT. Upon receipt of CONSULTANT'S written notice, COUNTY shall determine, in its sole discretion, whether a force majeure event has occurred and whether a schedule extension or other accommodation is warranted; any extension of time or accommodation granted by COUNTY shall be formalized through a contract modification or change order signed by both Parties. COUNTY shall not be obligated to grant CONSULTANT any increase in compensation due to a force majeure event and shall not be liable to CONSULTANT for damages or increased costs; an extension of time shall be CONSULTANT'S sole remedy. The COUNTY may terminate the contract, in whole or in part, if a force majeure event materially impairs performance or frustrates the purpose of the contract, without liability to CONSULTANT other than payment for goods or services properly delivered and accepted prior to termination.

Notwithstanding the foregoing, contracts for goods or services expressly entered for emergency response purposes following manmade or natural disasters/emergencies shall not claim force majeure for delays and/or failures in performance by CONSULTANT that are in any way related to emergency/disaster conditions (i.e., fuel shortages, airport closures, lodging shortages, etc.) and shall be expected to perform immediately following such event.

55. No Claim for Damages. 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. CONSULTANT expressly acknowledges and agrees that the CONSULTANT will receive no damages for delay; CONSULTANT'S sole remedy will be the right to seek an extension of time. 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.

56. 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 will respond to the claim in writing within fifteen (15) business days notifying CONSULTANT that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) business 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 non-binding 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) business 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.

57. Compliance with Applicable Laws, Regulations, and Federal Standards. The CONSULTANT will at all times comply with all applicable Federal, State and local laws, rules, regulations, and standards in effect at the time Services are performed. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. 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.

58. Civil Rights Compliance. CONSULTANT affirms that during the term of this Agreement it will comply with all applicable state, federal, and local civil rights laws, including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992. CONSULTANT shall not, on the basis 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. CONSULTANT shall require that any subcontractors providing services under this Agreement comply with the same requirements.

59. 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.

60. Public Entity Crimes; Florida Convicted/Suspended Vendor Lists. Pursuant to Section 287.133, Florida Statutes, 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 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. CONSULTANT affirms that it is not currently listed

on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

61. 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.

62. 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.

63. 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 or 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. CONSULTANT shall ensure that all subcontractors whose work is material to performance under the contract comply with this provision to the extent required by law, and CONSULTANT shall remain responsible for such compliance.

64. 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.

65. 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.

66. Net Zero Policies. Per Section 377.816, Florida Statutes, the COUNTY does not provide purchasing or procurement preferences to vendors on the basis of any net zero policy adopted by vendor nor the fuel source utilized by, or in the production of, any such goods provided by vendor.

67. Certification Regarding Scrutinized Companies. By executing this Agreement, 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. 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. CONSULTANT further understands that any contract 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.

For purchases of \$1 million or more:

CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. 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 contract with the COUNTY for goods or services of \$1 million or more 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 with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

68. Anti-Trafficking Related Activities & Compliance with Human Trafficking Laws.

A. 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 engaging in severe forms of trafficking in persons during the period of performance of the Agreement; procuring commercial sex acts during the period of performance of the Agreement; using forced labor in the performance of the Agreement; 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; using misleading or fraudulent practices during the recruitment of employees; charging employees or potential employees recruitment fees; failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; providing or arrange housing that fails to meet the host country housing and safety standards; or failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

B. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONSULTANT agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

69. State Forest Products. Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

70. ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by CONSULTANT for use by COUNTY under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. CONSULTANT shall promptly remediate any nonconformance discovered or reported, at no additional cost to COUNTY. This duty to remediate at CONSULTANT'S cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and CONSULTANT being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

71. Prohibition on Contracting with Terrorist Organizations. Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. CONTRACTOR agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of CONTRACTOR'S counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this Agreement are not designated as domestic or foreign terrorist organizations. CONTRACTOR has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

72. Immigration Reform and Control Act. CONTRACTOR acknowledges that the State of Florida has not "opted out" of 8 USC 1621 and agrees that if CONTRACTOR is provided a grant of public funds from COUNTY, use of said public funds will comply with 8 USC 1621. CONTRACTOR has provided

COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with federal law.

73. Prohibition Related to Diversity, Equity, and Inclusion. Per Section 287.139, Florida Statutes, the Florida Legislature has enacted laws prohibiting the use of public funds for requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) (“DEI”). CONTRACTOR agrees to comply with laws related to use of public funds for DEI related activities; CONTRACTOR has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

74. Contracts for Goods or Services Related to Emergency Response (§ 252.505 FS). To the extent applicable to this Agreement, in addition to any liquidated damages provisions which may be included herein and without waiving any legal and equitable remedies available to COUNTY, in the event of a breach of this Agreement by CONSULTANT during an “emergency recovery period,” CONSULTANT shall also be required to pay COUNTY a \$5,000 statutory penalty for each breach of this Agreement, pursuant to Section 252.505, Florida Statutes. The term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

75. 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, and CONSULTANT irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. CONSULTANT irrevocably and unconditionally waives any objection to venue or claim of inconvenient forum. 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.

76. 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.

77. Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of the Agreement, and the Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted; upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the Agreement to reflect the original intent of the Parties in entering the contract.

78. 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.

79. Notices.

A. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must 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, addressed as follows:

If to CONSULTANT:

If to COUNTY:

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

With a Copy to:

Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

B. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date for such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

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

80. 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, Addenda, Submittal Forms, and Consultant's Proposal (--- pages).

Exhibit B (Composite).....Pricing Schedule & Consultant's Key Personnel, Subconsultants, and Joint Ventures (--- pages).

Exhibit CInsurance Requirements (2 pages).

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

[VENDOR NAME]

Name, Title

License: _____

This _____ day of _____, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh
County Attorney