AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
CONSOR NORTH AMERICA, INC., FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR HARTWOOD MARSH FROM US27 TO MAJESTIC ISLE DRIVE (AKA REGENCY HILLS DRIVE)
(CCNA)

RSQ # 26-712

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Consor North America, Inc., a foreign profit corporation, authorized to do business in the State of Florida, its successors and/or assigns (the CONSULTANT), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualification (RSQ) #26-712 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, the COUNTY sought through RSQ # 26-712 firms or individuals qualified to provide construction engineering and inspection services for the COUNTY'S Hartwood Marsh from US 27 to Majestic Isle Drive (aka Regency Hills Drive) Project; and

WHEREAS, the 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 the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 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.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONSULTANT to provide construction inspection and engineering services for the **Hartwood Marsh from US 27 to Majestic Isle Drive (aka Regency Hills Drive)** roadway project, and related services, in conjunction with the COUNTY'S needs, ("the Service") for the COUNTY as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)**.

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT and CONSULTANT agrees to provide all labor, materials, and equipment, as applicable, required to provide construction inspection and engineering (CEI) services for the Hartwood Marsh from US 27 to Majestic Isle Drive (aka Regency Hills Drive) Project, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Forms, and CONSULTANT'S Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation. Any change in the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

B. The Parties acknowledge that this is a project specific agreement for CEI Services related to the construction of **Hartwood Marsh from US 27 to Majestic Isle Drive (aka Regency Hills Drive)**.

3.2 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 (the "**Effective Date**").

B. The Service will commence upon issuance of the Notice to Proceed by the COUNTY to the CONSULTANT following the Effective Date. This Agreement shall remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY.

C. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.3 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the Scope of Work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether

such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONSULTANT may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONSULTANT shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

3.4 Errors and Omissions. The CONSULTANT shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONSULTANT shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONSULTANT knows or should have known of any error or omission and failed to provide such notification, the CONSULTANT will be deemed to have waived any claim for increased time or compensation the CONSULTANT may have had and the CONSULTANT will be responsible for the results and the costs of rectifying any such error or omission.

3.5 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONSULTANT shall, as soon as possible, inform the COUNTY of the incident by telephone. The CONSULTANT shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONSULTANT shall forward a copy of the report to the COUNTY.

3.6 Contractor Personnel / Team Composition.

A. The CONSULTANT shall ensure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the Agreement documents.

B. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 26-712, 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 / Team Composition under this Agreement is attached hereto and incorporated herein as part of **Exhibit B (Composite)**.

C. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

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.

E. No alcoholic beverages or drugs are permitted. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

F. Dress Code & Identification. The CONSULTANT shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. CONSULTANT'S employees must wear identification.

G. Documentation. If required by the COUNTY for the Service, the CONSULTANT shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONSULTANT that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONSULTANT are hired at any time during the contract period for the Service..

3.7 Subcontractors. CONSULTANT will be fully responsible to the COUNTY for the acts and omissions of the CONSULTANT'S subcontractors and of persons either directly or indirectly employed by them. All subcontractors, for as long as the subcontractor is working on the job site, must have at least one supervisor/foreman on the job site that speaks and understands English. CONSULTANT shall cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

3.8 Conditions. The CONSULTANT acknowledges that it has sufficient understanding of the nature and conditions of the work, but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site(s); the character of equipment and facilities needed preliminary to and during the completion of the Service. Any failure by the CONSULTANT to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONSULTANT from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no

responsibility for any conclusions or interpretations made by the CONSULTANT on the basis of the information made available by the COUNTY.

3.9 **Emergencies.** Dependent on COUNTY need, the CONSULTANT must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies, as described in the Scope of Work, attached hereto as **Exhibit A (Composite)**.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONSULTANT, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONSULTANT shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONSULTANT believes that any significant changes in the work or variations from the contract documents has occurred.

3.10 **Changes in the Scope of Services.**

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONSULTANT, the CONSULTANT must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONSULTANT must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONSULTANT are unable to agree on the change order for a requested change, the CONSULTANT shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONSULTANT disagrees with the COUNTY'S adjustment determination, the CONSULTANT must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONSULTANT might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONSULTANT is best suited to complete the work, CONSULTANT may complete the work under a time-and-materials agreement, as provided herein. CONSULTANT'S quote to complete the additional work will be limited to (i) the CONSULTANT'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONSULTANT will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONSULTANT may charge appropriate reasonable direct hourly

costs related to overseeing and subcontracting the work. All compensation due the CONSULTANT and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONSULTANT will be limited to the amount quoted by the CONSULTANT for the additional work, which the CONSULTANT exceeds at its own risk.

E. The COUNTY will not be liable to the CONSULTANT for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONSULTANT for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONSULTANT of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONSULTANT.

ARTICLE 4. PAYMENT

4.1 Pricing. Payment shall be arrived at utilizing the rates set forth in CONSULTANT'S Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. 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).** The rates quoted will be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost or price. Agreement prices will prevail for the full duration of the Agreement.

4.2 Invoicing. CONSULTANT will submit accurate, itemized invoices to the COUNTY by email provided by the COUNTY'S Project Manager on a monthly basis reflecting services actually provided to COUNTY under this Agreement during the previous month. The date of the invoice must be after delivery, but no more than thirty (30) calendar days after delivery of services. Under no circumstances shall the invoices be submitted to COUNTY in advance of services and acceptance of the work. All invoices shall be accompanied by backup documentation (pdf) including but not limited to suppliers' invoices, purchase orders, time sheets, approved proposals, and any reporting required by the COUNTY'S Project Manager to verify services, in the COUNTY'S discretion, or which may be expressly required under the Scope of Work. 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.

4.3 Payment. 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 within forty-five (45) days, as specified in § 218.73,

Fla. Stat. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (45) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued in order 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.

4.4 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.

4.5 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 Contract. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.

4.6 **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.

4.7 **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.

4.8 **Grant Funding.** In the event any part of this Agreement 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. 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 any grant related requirements. **CONSULTANT understands and acknowledges that the construction phase related to this Project is partially funded through a State of Florida Department of Transportation State-Funded Grant Agreement, FPN 441781-58-01.**

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

5.3 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 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/equipment furnished or utilized to provide the Service.

ARTICLE 6. GENERAL TERMS AND CONDITIONS

6.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service 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. 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.

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. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, 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.

D. In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities.

6.2 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. 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.

6.3 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.

6.4 Professional Services Indemnification. 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.

6.5 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.

6.6 Prohibition against contingent fees. CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and

the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

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

6.9 State Registration Requirements. 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.

6.10 Contractor 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.

6.11 Subcontracting. 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.

6.12 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.

6.13 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.

6.14 Other Departments. Omitted.

6.15 Other Agencies. Omitted.

6.16 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.

6.17 Warranties. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONSULTANT against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONSULTANT shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

6.18 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 CONSULTANT fails to correct the work within the period specified, 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 CONSULTANT or through invoicing. If the CONSULTANT fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

6.19 County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONSULTANT and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONSULTANT is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONSULTANT be authorized to use any of the County's Tax Exemptions in securing such materials.

6.20 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.

6.21 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONSULTANT will remain the property of the CONSULTANT and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONSULTANT, to include return of any non-compliant goods to the CONSULTANT at CONSULTANT'S expense, requiring the CONSULTANT to either provide a direct replacement for the item, or a full credit for the returned item. CONSULTANT shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONSULTANT. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONSULTANT by the COUNTY for any Contract or financial obligation.

6.22 Estimated Quantities. CONSULTANT acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

6.23 Additional Locations. Omitted.

6.24 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONSULTANT to obtain a price quote for the similar or ancillary items.

6.25 Accuracy. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the Services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement. Any re-performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

6.26 Safety. CONSULTANT is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONSULTANT shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property. CONSULTANT shall provide and its employees shall utilize all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. CONSULTANT shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with COUNTY personnel. This person must be

the CONSULTANT'S superintendent unless otherwise designated in writing by the CONSULTANT to the Project Manager. CONSULTANT acknowledges that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONSULTANT. CONSULTANT certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONSULTANT certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONSULTANT.

6.27 Safety Data Sheets. The CONSULTANT is responsible to ensure the 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. The 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.

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

6.29 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. 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 with the minimum cost of $50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

6.30 Protection of Property & Risk of Loss. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest must always be protected against damage or interrupted services by the CONSULTANT while providing goods or services under this Agreement. CONSULTANT will be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT'S operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONSULTANT.

6.31 Certificate of Competency, Licensure, Permits, and Fees.

A. CONSULTANT shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONSULTANT to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONSULTANT, CONSULTANT shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The

CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

C. CONSULTANT shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONSULTANT subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONSULTANT is responsible for verifying the competency of its subcontractor or supplier.

6.32 Truth in Negotiation Certificate. This Agreement is subject to the requirements of the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes. For all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, 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 Agreement.

6.33 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 will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.34 Responsibility as Employer. CONSULTANT shall provide employees 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.

6.35 Retaining Other Consultants. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.36 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

6.37 Price Redeterminations. Omitted.

6.38 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 will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.39 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The 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.

A. 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.

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

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

6.40 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 in accordance with any grant requirements, whichever is longer. Prior to the close out of this 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.

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

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

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 the CONSULTANT does not transfer the records to the COUNTY.

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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

D. Failure to comply with this subsection will be deemed a breach of the 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.

6.41 Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, 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.

6.42 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. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

6.43 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.

6.44 Compliance with Federal Standards. All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

6.45 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.

6.46 Claims and Disputes.

A. Claims by the CONSULTANT must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONSULTANT will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The 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 the contract documents during the pendency of any claim.

C. Claims by the CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY 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. The 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, the CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the 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 the CONSULTANT. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The 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 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 contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

6.48 Public Entity Crimes. 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 CONSULTANT, 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.

6.49 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 (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.50 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.

6.51 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.

6.52 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.

6.53 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.

6.54 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.

6.55 Net Zero Policies. Per Section 377.816, Florida Statues, 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.

6.56 Compliance with Human Trafficking Laws. 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.

6.57 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. CONSULTANT agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of CONSULTANT'S counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this Agreement are not designated as domestic or foreign terrorist organizations. CONSULTANT has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

6.58 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.

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.

6.59 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 CONSULTANT, CONSULTANT 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.

6.60 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.

6.61 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.

6.62 Compliance with 8 USC 1621. CONSULTANT acknowledges that the State of Florida has not "opted out" of 8 USC 1621 and agrees that if CONSULTANT is provided a grant of public funds from COUNTY, use of said public funds will comply with 8 USC 1621. CONSULTANT has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with federal law.

6.63 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"). CONSULTANT agrees to comply with laws related to use of public funds for DEI related activities; CONSULTANT has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 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.

7.2 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 of this Agreement.

7.3 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.

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

7.5 No Waiver. The failure of any party 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 of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

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

7.7 Compliance with Applicable Laws. The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

7.8 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.

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

7.10 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:
Consor North America, Inc.
6505 Waterford District Drive
Suite 470
Miami, Florida 33126

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 of 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.

ARTICLE 8. SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this

Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)..... Scope of Services, Addenda, Submittal Forms, Consultant's Proposal
Exhibit B (Composite)..... Pricing Schedule & Team Composition
Exhibit C..... Insurance Requirements

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

CONSOR NORTH AMERICA, INC.

Signed by:
David Bowden
7945FCFB24D440A...

David Bowden, Executive Vice President
Engineering Business Registry #36428

This _____ day of 8/18/2026 | 9:46:41 AM EDT _____, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 28 day of September, 2026.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, FLORIDA

Approved as to form and legality:

Melanie Marsh 9/24/26

Melanie Marsh
County Attorney

Exhibit A (Composite)

Scope of Services, Addenda, Submittal Forms, Consultant's Proposal

EXHIBIT A – SCOPE OF WORK **26-712**
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

1. **BACKGROUND**

1.1. A qualified Engineering Firm shall provide construction, engineering, and inspection (CEI) services for Hartwood Marsh Road from US 27 to Majestic Isle Drive (aka Regency Hills Drive) (FDOT FIN No. 441781-1-58-01) (Project) located in Lake County, Florida. The project is funded with state funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 441781-1-58-01. The engineering firm will also be responsible for all Equal Employment Opportunity Compliance (EOC), including but not limited to reviewing payrolls, conducting Employee interviews, on-The-Job Training form and CUF Reports. FDOT LAP certification will be desirable but not required.

The Roadway plans shall follow the Florida Department of Transportation, FY 2025-26 Standard Plans for Roadway and Bridge Construction and applicable Interim Revisions (IRs) and July 2025, Standard Specifications for Road and Bridge Construction.

The Standard Plans for Road and Construction and associated IRs can be found at:

https://www.fdot.gov/design/standardplans and

Standard Specifications for Road and Bridge Construction can be found at:

https://www.fdot.gov/programmanagement/implemented/specbooks

2. The project consists of Construction, Engineering, and Inspection (CEI) services, materials testing, and post-design engineering services for the project. Consultant shall perform construction oversight including the obligation to assure that all verification testing is performed in accordance with the 2025-26 Standard Specifications for Road and Bridge Construction, as amended. The project consists of widening Hartwood Marsh Road from US 27 to Majestic Isle Drive (aka Regency Hills Drive), approximately 1.11 miles in length. The improvements along Hartwood Marsh include widening (to include stabilization, base, asphalt) from a two-lane roadway to a four-lane roadway. Traffic separators, shoulders, bike lanes, curb and gutter are part of the roadway profile. The existing roadway will be reconstructed or milled and resurfaced. A concrete sidewalk is proposed along with the roadway improvements. Proposed roadway improvements along South Hancock Road include widening (to include stabilization, base, asphalt) from a two-lane roadway to a four-lane roadway. Traffic separators are proposed for a section of roadway. The existing roadway will be milled and resurfaced. A concrete sidewalk is proposed along with the roadway improvements. Gravity walls are proposed throughout the project limits to accommodate for any drop offs. A perimeter wall is also proposed along certain sections of Hartwood Marsh Road. Drainage will be conducted through a closed drainage system. Drainage improvements will include installation of storm pipes, inlets, manholes, and mitered end sections. The stormwater will be directed either into an existing pond or the proposed pond, depending on the drainage basin. Traffic signals are proposed at the intersections of Hartwood Marsh Road and Fire Station 2, Hartwood Marsh Road and Danbury Mill Boulevard, and Hartwood Marsh Road and Hancock Road. Traffic signal upgrades are also proposed at Hartwood Marsh Road and US 27. Signalization improvement include installation of mast arms, open trench and directional bore of conduit, signal cable, fiber optic cable and connection hardware, controller/cabinet, pull boxes, power service and wire, signal priority and pre-emption system, pedestrian signals and poles, vehicular traffic signals, vehicle detection system, pedestrian detector, traffic signal controller assembly and cabinet, ethernet switch, uninterruptible power supply, and remote power management unit.

3. **DEFINITIONS**

The following terms or pronouns used in place of them, will have the following meanings:

3.1. Addendum – A modification, revision or clarification of this RSQ.

EXHIBIT A – SCOPE OF WORK **26-712**
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

3.2. BCC Board of County Commissioners - The governing board for Lake County, Florida.

3.3. Consultant – The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for County, other than County personnel. The awarded respondent.

3.4. County – Lake County, Florida

3.5. CCNA – Consultants' Competitive Negotiation Act, Florida Statute 287.055

3.6. FDOT - Florida Department of Transportation

3.7. FHWA – Federal Highway Administration

3.8. LAP - Local Agency Program

3.9. RSQ – Request for Proposal – A formal solicitation inviting proposals from qualified firms.

3.10. Response - The information package submitted by qualified firms.

3.11. Respondent, Consultant, Firm, You and Your - Consultant, person, firm, or corporation who submits a response.

3.12. Shall, Must or Will – Indicates a mandatory requirement or condition, the material deviation from which will not be waived by County.

3.13. Should or May - Are permissive in nature. Deviation from such a condition or requirement will not by itself cause automatic rejection of a qualifications package but may be a factor considered in the overall evaluation process.

4. QUALIFYING STANDARDS

4.1. Pursuant to Chapters 471, 472, and/or 481, Florida Statutes, as applicable, Consultant shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statute(s).

4.2. Consultant must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes. Consultants are advised listing of Subcontractors, and respective percentage of use, are a listed evaluation factor under CCNA.

4.3. Consultant shall have experience with FDOT documentation of CEI construction projects.

5. SCOPE OF WORK

Consultant shall:

5.1. Provide Construction, Engineering, and Inspection (CEI) services, materials testing, and post-design engineering services for the Projects.

5.2. Perform construction oversight including the obligation to assure that all verification testing in performed in accordance with the 2025-26 Standard Specifications for Road and Bridge Construction, as amended.

5.3. Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project.

5.4. Oversee the project's Contractor to keep the project on schedule.

5.5. Coordinate the relocation efforts with all utilities in the project area to include new and relocated lines.

5.6. Observe, measure, and record all quantities for payment.

EXHIBIT A – SCOPE OF WORK 26-712
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

5.7. Record field measurements into project records for renew by the County or auditors. The records will be recorded on a standard form (field book) provided by the Consultant and/or on field inspection forms to be submitted to the County.

5.8. Check traffic control daily, and additionally as required or requested.

5.9. Notify the Contractor of deficiencies or problems immediately.

5.10. Document weekly (or as often as necessary) project traffic control on forms provided by the Consultant and distribute as required.

5.11. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field.

5.12. Prepare an accurate daily diary, signed by the inspector, consisting of:

5.12.1. A record of the Contractors on the project and their personnel (number and classification).

5.12.2. Equipment on the project (number and type or size) and movement (arriving or leaving the project), along with idle equipment.

5.12.3. Location and work performed by each Contractor or Subcontractor.

5.12.4. Orders given to the Contractor.

5.12.5. Events of note on the project.

5.12.6. Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.

5.12.7. Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.

5.12.8. Days charged, with explanation if not charged.

5.12.9. Any other details that may be important later in the project life.

5.12.10. Notify the County's Project Supervisor prior to withholding payments.

5.13. Provide effective and qualified supervision of all inspection services being conducted by Consultant and sub-consultants. All field technicians must be certified in the applicable Florida Department of Transportation (FDOT) certification workshops listed below:

5.13.1. Asphalt Roadway Paving Inspector

5.13.2. Asphalt Plant Inspector

5.13.3. ACI Class 1 Concrete Technician

5.13.4. Nuclear Gauge Training

5.14. Provide a Project Supervisor to be always available in case of an emergency on the project and who will maintain a list of Contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

5.15. Schedule, prepare the agenda, attend, and conduct a progress meeting every week with Lake County personnel, Local government entities personnel, Contractor, sub-Contractors, utility personnel, and other agencies affected by the project during construction. The discussion should include recent progress, upcoming events in the schedule, and problems associated with the

EXHIBIT A – SCOPE OF WORK **26-712**
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

project. Record significant information revealed and discussed at the meeting and distribute written minutes to the attendees and appropriate agencies.

5.16. Review and sign-off on all shop drawings and submittals.

5.17. Provide written responses to the County and Contractor regarding Contractors' Request For Information (RFI).

5.18. Be available to respond within thirty (30) minutes in emergency situations or attend a meeting with less than a twenty-four (24) hour notice.

5.19. Provide all necessary documents to St. Johns River Water Management District (SJRWMD), throughout permitting and construction process.

5.20. Review and sign-off on the as-builts at project completion and provide certifications to all permitting agencies included SJRWMD and National Pollutant Discharge Elimination Systems (NPDES) permitting.

5.21. Maintain an open format communication with the Local government entities and their utility Contractors.

5.22. Provide surveying services as needed.

5.23. Provide subsurface Utility Engineering as needed.

5.24. Provide continuous monitoring and enforcement of Maintenance of Traffic (MOT) plans (with at least one employee has completed the Advanced Maintenance of Traffic Level Training).

5.25. Provide continuous monitoring and enforcement of the NPDES permit requirements.

5.26. Prepare for and attend, when requested, any periodic or in-depth County inspection that may be conducted on the project related to project work, progress, or records.

5.27. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc.

5.28. Monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, submit to the County Project Supervisor a listing of personnel assigned to the project for revie and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County and Contractor.

5.29. Provide Quality Assurance, Testing for Acceptance, and Training. Monitor the testing provided by the Contractor in the field as defined in the Contract, Plans or Specifications. Document Consultant testing on standard FDOT type forms and distribute as required. Monitor documentation of testing by the Contractor. Field testing by the Consultant includes, but is not limited to, all ACI tests for concrete including concrete plant for acceptance by the County, nuclear density testing of earthwork, base stone, asphalt, structural backfill, and pipe backfill as defined in the Standard Specifications and the County's sampling and testing schedule attached as Exhibit A. The Consultant will also provide aggregate analysis and moisture testing for roadway embankment and base stone materials as defined in the Standard Specifications and the County's sampling and testing schedule. Also included as the responsibility of the consultant is miscellaneous checking of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective concrete, asphalt or other product as defined in the Specifications, the Consultant will submit the initial information on forms provided by the Consultant and receive the final disposition of the material after review. Certifications of material submitted by the Contractor will be reviewed by the Consultant for conformity to the Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the County's standard form of submission. A Final Materials and Tests Certification will be submitted to the Materials and Tests Manager with the Final Records.

EXHIBIT A – SCOPE OF WORK **26-712**
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

5.30. Review Progress Payments: The Consultant shall review and document accurate quantities for Monthly Progress Payments from the prime Contractor based on actual project field records. The quantities for payment shall be referenced to field records prior to submission to the County for payment. Test reports will be on file prior to payment. The County Project Supervisor must approve any waiver of testing documents prior to payment. Pay quantities will be submitted to the County Project Supervisor for review and payment.

5.31. Review Revisions to the Contract Plans: Anu revisions to the Contract plans or cross section shall be submitted to the County Project Supervisor for processing.

5.32. Submit to the County Project Supervisor a copy of all correspondence between the Consultant, Contractor, Subcontractors, or others concerning matters related to the project and maintain an office file copy of submission with the project Final Records.

5.33. Submit a compilation of Final Project records in the FDOT standard format to the County after project completion. Make corrections when/if notified and resubmit the records and the consultant's final pay estimate for the project at the appropriate time. Submit all final forms with the final records. Coordinate Consultant hours after the project completion with the County Project Supervisor for approval.

5.34. Prepare documentation and assist in the defense of the County, when requested, in preparation for claims or possible claims resulting in the execution of the contract.

5.35. Provide designated materials testing laboratory by a certified FDOT Laboratory for all applicable testing requirements (See Section 5.0). All materials must meet FDOT specifications. Monitoring the testing to ensure all requirements are met.

5.36. Communicate on all levels of project personnel, from field inspectors striving to resolve issues at the lowest level possible and escalating, if necessary, to senior management staff. Phone and email will be the main forms of communication on a daily basis. The Consultant will distribute meeting minutes after each project progress meeting and pre-activities meetings. Lake County and firm will conduct weekly staff meetings for the project communication and utilize email and conference calls, as needed. Communication with the Contractor will take the form of weekly project progress meetings, pre-activity meetings, phone calls, e-mails, and face-to-face discussions.

5.37. Ensure the Contractor's CPM schedule is developed, implemented, and updated per the contract. Maximize MOT by coordinating with any active construction operations potentially impacting the project. Develop and review the emergency response plan during the construction phase and coordinating with the County's plan.

5.38. On-site Inspection: CEI Contractor will assist the COUNTY as needed to monitor the Road Contractor's significant on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.

5.39. The COUNTY shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The COUNTY shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with COUNTY's procedures. Contractor may assist the COUNTY and employees performing such services shall be qualified in accordance with the Department's procedure.

EXHIBIT A – SCOPE OF WORK **26-712**
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

5.40. Sampling and Testing: Contractor shall perform verification sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide and/or The COUNTY specifications shall be met. While onsite Contractor shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification. Contractor shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, FDOT label, FDOT stamp, etc. Sampling, testing and laboratory methods shall be as required by the COUNTY's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Documentation reports on sampling and testing performed by Contractor shall be submitted to responsible parties during the same week that the construction work is done, Contractor will furnish all acceptance testing information and data to the COUNTY in an acceptable format.

5.41. Engineering Services: Engineering services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions of the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Contractor shall perform; but, not be limited to the following services:

5.42. Assist the COUNTY with the preparation of the pre-construction meeting(s) and attend pre-construction meeting(s) with the Contractor and COUNTY.

5.43. Coordinate the relocation efforts with all utilities located in the project area. Schedule and take the lead on bi-weekly progress meetings during construction.

5.44. Provide written responses to the COUNTY regarding contractors' requests for information (RFI).

5.45. Make site visits to answer field questions or to make necessary field adjustments. Review and sign off on the as-builts at project completion.

5.46. Provide close out documents to satisfy FDOT Local Agency Agreement. Clear applicable water management permits.

6. LABORATORY TESTING AND SAMPLING SCHEDULE

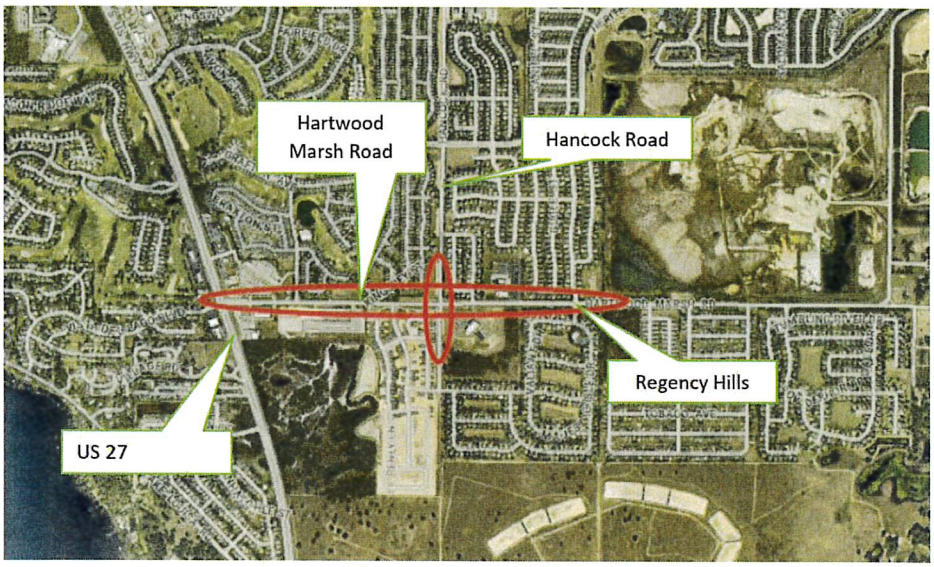
OPERATION	MATERIAL SPECIFICATION	TESTS	PROJECT REQUIREMENTS	TESTING FREQUENCY
Prime and Tack Coats	FDOT Standard Specifications (Latest Edition)		Certification	Every Transport
Type Superpave Asphaltic Concrete	FDOT Standard Specifications (Latest Edition)	Job Mix Formula	Certification	Each mix design or change of aggregates
		RICE (Gmm)	Section 334	One per sublot
		Extraction Gradation Analysis	Section 334	One per sublot
		Field Density (Gmb)	Section 334	5 six-inch cores per sublot (Random Locations)
		Asphalt Binder	Section 334	1 sample for the first 1000 tons and 1 per 4000 tons after
		Thickness	Section 330	Daily

EXHIBIT A – SCOPE OF WORK **26-712**
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

Pavement Smoothness	FDOT Standard Specifications (Latest Edition)	Rolling Straight Edge	Section 330 (FM 5-509) Max 3/16 inch	Final SP structural layer and friction course layer
Concrete	FDOT Standard Specifications (Latest Edition)	Compression Strength	FDOT Section 346 and 347	Section 347 acceptance based on Certification; Section 346 One (1) set of cylinders for 10 CY or more per day. Additional set(s) for each 50CY/day. One(1) set for each class of concrete placed each day.
		Each class of concrete used	Certification	Each mix design or change
Embankment	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	Per material type
		Field Density	Section 120 -100% AASHTO T-99180	Section 120-One test per 500 LF per 12" lift of embankment Section 125-One test per 300 LF of pipe trench (or between structures) per 6' lift until 1 ft above pipe; 12" lift of backfill 1 ft above pipe Section 125 (modified) One test per 12" lift of structure backfill alternating sides
Compacted Subgrade	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	One per material type
		Field Density	100% AASHTO T-99	Section 120 (modified)-One per 300 LF of sidewalk One per driveway
Stabilized Subgrade	FDOT Standard Specifications (Latest Edition)	Limerock Bearing Ratio FM 5-515	Section 160	One per 1,000 LF per lane (One per 2 lots) One per 2,000 LF per shoulder (One per 4 lots)
		Field Density/Thickness	Section 160-98% AASHTO T-180	Density-One per 500 LF per lane (1 per lot) Thickness – 3 per lot Density/thickness (modified)-One per 500 LF per shoulder
Limerock Base Course	FDOT Standard Specifications (Latest Edition)	Modified Proctor AASHTO T-180	Section 200	One per 4 8 lots
		Field Density/Thickness	Section 200-98% AASHTO T-180	Density-One per 300 LF per lane Thickness- 3 per lot Density/Thickness-One per 500 LF / shoulder
Sodding	FDOT Standard Specifications (Latest Edition) Section 575, Sodding, and Section 981	Each type of sod used	Certification	All seed, sod, and mulch shall be free of noxious weeds and exotic pest plants, plant parts, or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council

EXHIBIT A – SCOPE OF WORK **26-712**
CEI SERVICES FOR HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)

6. PROJECT LOCATION



ADDENDUM NO. 1 **26-712**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 · 315 W. Main St., Suite 416 · Tavares, FL 32778

SOLICTATION: CEI Services Hartwood Marsh 04/09/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q1. Will design plans be posted?

R1. Refer to: Exhibit G – Signalization Plans, Exhibit H – Utility Adjustment Plans and Exhibit I – Roadway Plans.

Q2. Would like to know if the County has any preliminary plans and if also the County knows when the estimated construction will start and how long is the project duration and estimated construction amount?

R2. Refer to R1. The estimated start date is dependent upon concurrence with FDOT. The expected start date is September 2026, duration is 700 days, and the estimated construction amount is $16,000,000.

Q3. Would the County please clarify whether the project is County-funded as stated on page 2 of the solicitation, or if it is state Florida Department of Transportation (FDOT) Local Agency Program (LAP)-funded as stated on page 1 of the Scope of Work?

R3. The CEI is County funded. The construction has state funding. Vendor shall accept the following underlined changes in Exhibit A – Scope of Work: 1. BACKGROUND

1.1. A qualified Engineering Firm shall provide construction, engineering, and inspection (CEI) services for Hartwood Marsh Road from US 27 to Majestic Isle Drive (aka Regency Hills Drive) (FDOT FIN No. 441781-1-58-01) (Project) located in Lake County, Florida. **The construction of the project is funded with state funds under Florida Department of Transportation (FDOT) Local Agency Program (LAP) FM No. 441781-1-58-01.** The engineering firm will also be responsible for all Equal Employment Opportunity Compliance (EOC), including but not limited to reviewing payrolls, conducting Employee interviews, on-The-Job Training form and CUF Reports. FDOT LAP certification will be desirable but not required.

Q4. Would the County please advise what the estimated CEI budget is for this contract?

R4. $1,000,000.

Q5. Would the County please advise what the estimated start date is for this contract?

R5. Refer to R2.

ADDENDUM NO. 1 **26-712**

Q6. Would the County please provide all available plans and specifications for this project?

R6. Refer to R1.

Q7. Do you know the estimated start construction date? Also, do you know the construction duration?

R7. Refer to R2.

Q8. I could not find the Federal Grant Agreement as part of the posted attachments, can you please send me the agreement or post it online and the preliminary plans if available.

R8. CEI is not funded through FDOT, refer to R1 and R3.

Q9. Would there be a followers list available?

R9. No, a followers list is not available.

Q10. Would the County please provide any available utility agreements or utility work schedules relevant to this project?

R10. This is not available.

ACKNOWLEDGEMENT

Firm Name: Consor North America, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *David Bowden*

Date: 4/22/2026

Print Name: David Bowden

Title: EVP, Construction Management

Primary E-mail Address: dbowden@consoreng.com

Secondary E-mail Address: dbowden@consoreng.com

ADDENDUM NO. 2 **26-712**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: CEI Services Hartwood Marsh 04/20/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q11. Would it be acceptable for highly specialized certifications listed (i.e., Asphalt Plant Inspection) to be accommodated through a specialty subconsultant in lieu of all field personnel having this credential?

R11. As stated in Section 2. QUALIFICATIONS, 2.3, the Field Technicians shall be certified in their applicable areas of responsibility. For example, the Inspector at the Asphalt Plant shall have their Asphalt Plant certification. The Inspector testing subgrade and base material shall be certified in Nuclear Guage Training and so on. A subconsultant can meet the Asphalt Plant Inspection certification.

ACKNOWLEDGEMENT

Firm Name: Consor North America, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *David Bowden*
Date: 4/22/2026
Print Name: David Bowden
Title: EVP, Construction Management
Primary E-mail Address: dbowden@consoreng.com
Secondary E-mail Address: dbowden@consoreng.com

Page 1 of 1

ATTACHMENT 1 – SUBMITTAL FORM **26-712**

The undersigned hereby declares that Consor North America, Inc. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **CONSTRUCTION, ENGINEERING, INSPECTION (CEI) SERVICES – HARTWOOD MARSH** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will commence upon the date after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2.0 PAYMENT

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

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

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

Upon completion and acceptance of the work required in conjunction with the contract, the vendor shall submit one lump sum invoice that reflects the total value of the contract. This invoice must be submitted to the County user departments to which the required goods or services were delivered.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor 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 Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor 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:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor 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 Contractor 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 Contractor is found to have submitted a false certification or it or its subcontractors have 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.

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier

ATTACHMENT 1 – SUBMITTAL FORM **26-712**

Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. A contract award expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: JURJL6UPTJZ5

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Consor North America, Inc.
Street Address: 735 Primera Boulevard, STE 100
City: Lake Mary State and ZIP Code: FL 32746
Mailing Address (if different): Click or tap here to enter text.
Telephone: 407.873.1905
Purchase Order Email Address: dbowden@consoreng.com
Federal Identification Number / TIN: 93-0768555

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply

ATTACHMENT 1 – SUBMITTAL FORM **26-712**

with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *David Bowden*

Date: 4/22/2026

Print Name: David Bowden

Title: EVP, Construction Management

Primary E-mail Address: dbowden@consoreng.com

Secondary E-mail Address: dbowden@consoreng.com

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

[The remainder of this page is intentionally blank]

AFFIDAVIT OF COMPLIANCE WITH FLORIDA & FEDERAL LAW

Before me, the undersigned authority, personally appeared **(Name of affiant)** David Bowden, who, after being firstduly sworn, deposes and says of their personal knowledge the following:

1. Affiant is the **(Title)** Executive Vice President of **(Business Name)** Consor North America, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm Business is not owned by a foreign country of concern, a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws*: I affirm Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. *Compliance with Prohibition on Support of Terrorist Organizations:* I affirm Business is in full compliance with Section 943.03102, Florida Statutes; Business does not, and will not directly, or indirectly support a foreign or domestic terrorist organization, or any member of such organization, nor enter into any contract with or accept any funds from a foreign or domestic terrorist organization whose designation as such has been published in the Florida Administrative Register in accordance with applicable law.
6. *Prohibition Related to Diversity, Equity, and Inclusion.* I affirm Business is in full compliance with Section 287.139, Florida Statutes; Business will not and does not utilize funds provided by County in 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).
7. *Compliance with 8 USC 1621.* I acknowledge that the State of Florida has not "opted out" of 8 USC 1621 and affirm if Business is provided a grant of public funds from County, use of said public funds will comply with 8 USC 1621.
8. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 4 day of August, 2026.

BY: _____
Signature of Affiant

David Bowden
Printed Name

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2026, by David Bowden, who is ☒ personally known to me or ☐ has produced identification (type):_____.

KRYSTA L. REED
MY COMMISSION # HH 490652
EXPIRES: February 27, 2028

_____
(*Notary Signature*)

(SEAL)

v. 05.19.26

ATTACHMENT 4 – CERTIFICATION DRUGFREE WORKPLACE 26-712

CERTIFICATION DRUGFREE WORKPLACE

THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087, HEREBY CERTIFIES THAT EMPLOYER/VENDOR SHALL:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted, and

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5, above.

COMPANY NAME: *Consor North America, Inc.*

ADDRESS: 735 Primera Boulevard, STE 100
CITY: Lake Mary
STATE & ZipCode: FL 32746

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: _____

Printed Name: David Bowden
Title: EVP, Construction Management
Date: 4/22/2026

Page 1 of 1

ATTACHMENT – 5 TRUTH IN NEGOTIATION CERTIFICATION 26-712

1. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate and include it with the submittal of its proposal or as prescribed in the solicitation.

2. The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of contracting.

3. The Consultant acknowledges that the original agreement price, as well as any subsequent increases, will be adjusted to exclude any substantial amounts that Lake County determines were added because of inaccurate, incomplete, or outdated wage rates or other factual unit costs. All such adjustments to the agreement must be made within one (1) year following the conclusion of the agreement.

CONSULTANT
Firm Name: Consor North America, Inc.
Signature: _____
Print Name: David Bowden
Title: EVP, Construction Management
This 22nd day of April, 2026.

State of FL
County of Seminole

The foregoing instrument was acknowledged before me this 22nd day of April, 2026
by David Bowden
(print name of officer or agent)
on behalf of Consor North America, Inc.
(name of corporation/entity)

He/she is personally known to me or has produced

_____ as identification.

(NOTARY SEAL)

KRYSTA L. REED
MY COMMISSION # HH 450552
EXPIRES: February 27, 2028

_____
Notary Signature

Krysta Reed
Print Name

2/27/2028
Commission Expiration:

ATTACHMENT 6 CONFLICT OF INTEREST FORM 26-712

I HEREBY CERTIFY that

I *(printed name)* David Bowden am the *(title)* EVP, Construction Management and the duly authorized representative of the firm of *(Firm Name)* Consor North America, Inc. whose address is 735 Primera Boulevard, STE 100, Lake Mary, FL 32746, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: David Bowden

Firm Name: Consor North America, Inc.

Date: 4/22/2026

Sworn to and subscribed before me this 22nd day of April 2026

Personally Known X
OR Produced Identification X, Type of Identification _____

My Commission Expires 2/27/2028

_____
(Notary Signature)

KRYSTA L. REED
MY COMMISSION # HH 490552
EXPIRES: February 27, 2028

ATTACHMENT 7 – NON-COLLUSION DECLARATION & COMPLIANCE WITH 49 CFR § 29 26-712

I, David Bowden (NAME), hereby declare that I am

EVP, Construction Management (TITLE) of Consor North America, Inc. (FIRM)

of Lake Mary, FL (CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce 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.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery,

ATTACHMENT 7 – NON-COLLUSION DECLARATION & COMPLIANCE WITH 49 CFR § 29 26-712

falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: David Bowden, EVP, Construction Management WITNESS: K Reed
NAME AND TITLE PRINTED

BY: David Bowden WITNESS: Kerri Ashley
SIGNATURE

Executed on this 22nd day of April, 2026

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

CONSOR North America, Inc. CORPORATE SEAL 1980 Oregon

ATTACHMENT 7 – NON-COLLUSION DECLARATION & COMPLIANCE WITH 49 CFR § 29 26-712

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT 8 – PUBLIC ENTITY CRIMES STATEMENT FORM 26-712

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Lake County
(print name of public entity)

By David Bowden, EVP, Construction Management
(print individual's name and title)

for Consor North America, Inc.
(print name of entity submitting sworn statement)

whose business address is 735 Primera Boulevard, STE 100, Lake Mary, FL 32746

and (if applicable) its Federal Employer Identification Number (FEIN) is 93-0768555

(if the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Signed and Delivered on the day of April 22, 2026.

BY: _____
Signature of Affiant

David Bowden
Printed Name

STATE OF FL
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 22nd day of April, 2026, by David Bowden, who is ☒ personally known to me or ☐ has produced identification (type): _____.

_____
(Notary Signature)

(SEAL)

KRYSTAL REED
MY COMMISSION # HH 490052
EXPIRES: February 27, 2029

ATTACHMENT 9 – ANTI-LOBBYING CERTIFICATION 26-712

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Consor North America, Inc.

Street address: 735 Primera Boulevard, STE 100

City, State, Zip: Lake Mary, FL 32746

David Bowden
CERTIFIED BY: (type or print)

EVP, Construction Management
TITLE:

(signature) 4/22/2026 (date)

Exhibit B (Composite)

Pricing Schedule & Team Composition

ATTACHMENT 3 - TEAM COMPOSITION 26-712

CONSULTANT

ROLE	Name	Professional License Number
Project Principal, QA/QC	Ryan Conrad, PE	PE56933
PM	Charles Woerner	
SPE	Edwin Alagano, PE	PE46533
CSS	Ana Yanez	
Compliance	Kimberly Jones	
Sr. Inspector	George Gall	
Sr. Inspector	David Hernandez	
Inspector	Nicholas Butler	

SUB CONSULTANTS

ROLE	Company Name	Individual's Name Assigned	Projected % of Overall Work	Worked with Prime before (YES/NO)	Individual Worked with Prime before (YES/NO)
Materials Testing	Tierra	Jeff Begovich, PE	5%	Yes	Yes
Senior Inspector	Tierra	Michael Garten	5%	Yes	Yes

735 Primera Boulevard STE100
Lake Mary, FL 32746
407-942-7992

RSQ 26-712: CEI Services Hartwood Marsh

FROM US27 TO MAJESTIC ISLE DRIVE (AKA REGENCY HILLS DRIVE)

July 28, 2026

RE: Summary Fee Scope and Estimate of Services

Project: Hartwood Marsh Road Widening CEI Services
FDOT FPN: 441781-1-58-01
Construction Estimate: $16,000,000
Estimated Construction Duration: 700 Calendar Days
Estimated CEI Fee: $1,120,546.24

Scope of Services per RSQ# 26-712

The Consultant shall provide complete Construction Engineering and Inspection (CEI) services for the Hartwood Marsh Road Widening Project from US 27 to Majestic Isle Drive in accordance with the Request for Qualifications (RFQ), Scope of Work, and Solicitation Addendum. The roadway construction project is partially funded through the Florida Department of Transportation (FDOT) State Funded Grant Agreement (SFGA) - County Incentive Grant Program (CIGP), while the CEI services contract is funded by Lake County.

The Consultant's services include construction administration, engineering support, field inspection, quality assurance, materials sampling and testing, contract administration, documentation, and project closeout necessary to ensure the construction is completed in accordance with the contract documents, FDOT Standard Specifications, FDOT Standard Plans, FDOT requirements and applicable permitting agency requirements.

Summary Scope of services:

- Construction engineering, administration, and full-time inspection services throughout the project.
- Daily inspection of drainage, utility, signalization, gravity/perimeter wall, sidewalk, and roadway improvement activities.
- Verification sampling and testing of earthwork, asphalt, concrete, base, drainage, and other materials utilizing FDOT-certified personnel and laboratories.
- Review of contractor submittals, requests for Information (RFIs), shop drawings, change orders, and progress payment applications.
- Verification of quantities for payment and maintenance of complete project documentation, daily reports, diaries, field books, and photographic records.
- Monitoring contractor schedule performance and construction progress.

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- Maintenance of Traffic (MOT) inspection and compliance monitoring.
- National Pollutant Discharge Elimination System (NPDES) and erosion control inspections.
- Utility coordination and stakeholder communication throughout construction.
- Preconstruction Meeting, pre-work activity meetings, weekly/bi-weekly project progress meetings, utility coordination meetings, and preparation/distribution of meeting minutes.
- Subsurface Utility Engineering (SUE) support, as needed.
- Preparation of final records, materials certifications, as-built review, permit closeout documentation, and FDOT/County project closeout.

Consor will provide qualified FDOT-certified personnel, including project management, construction engineering, inspectors, materials testing personnel, and technical support staff necessary to successfully administer the project during the estimated 700-day construction period.

Based on the estimated $16 million construction value and 700-day construction duration, the anticipated CEI services include; but are not limited to:

Services	Estimated Level of Effort
• Project Management and Contract Administration	• Full project duration
• Resident Engineering / Project Supervision	• Full project duration
• Construction Inspection	• Full-time during active construction
• Senior Inspection and Specialty Inspection	• As required by construction activities
• Materials Sampling and Testing	• Throughout construction in accordance with FDOT/County requirements
• MOT and Safety Inspections	• Daily
• Utility Coordination	• Throughout construction
• Project Meetings and Documentation	• Weekly or as required
• Contractor Payment / Change Order Reviews	• Monthly or as required
• Shop Drawing and RFI Reviews	• Throughout construction
• Final Inspection and Project Closeout	• Project completion through final acceptance

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Fee Basis

The fee is based on our perceived level of effort, staffing plan, direct labor, overhead, direct expenses, materials testing services, and subconsultant costs necessary to perform the required CEI services for the estimated 700-day construction contract.

Project: HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)
Summary Fee Schedule Estimate
FDOT FPN 441781-1-58-01
RSQ #26-712

Project Staff	Hours	Rates	Direct Labor
Senior Project Engineer	64.35	$ 251.38	$ 16,176.30
Project Administrator	1468.50	$ 230.10	$ 337,901.85
Senior Inspector	4042.50	$ 124.60	$ 503,695.50
Inspector	1320.00	$ 93.07	$ 122,852.40
Contract Support Specialist (Pay Apps/CO's/Matl's/Closeout)	874.50	$ 102.53	$ 89,662.49
Tierra Inc - Laboratory Lump Sum per attached schedule/rates 22-931	See Schedule 22-931 Rates		$ 50,257.70

24 month total duration (700+ 60 Days)
+30 Days Pre-Construction and +30 Days Post Construction Closeout $ 1,120,546.24

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Project: HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)
Manhour Estimate

Project Staff	Pre	1	2	3	4	5	6	7	8	9
Senior Project Engineer	0.05	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Project Administrator	0.25	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Senior Inspector	0.25	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Inspector	0.00	0.00	0.00	0.00	0.00	0.25	0.50	0.50	0.50	0.50
Contract Support Specialist (Pay Apps/CO's/Matl's/Closeout)	0.25	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
Total Monthly Man Hours	0.80	1.56	1.56	1.56	1.56	1.81	2.06	2.06	2.06	2.06

24 month total duration (700+ 60 Days)
+30 Days Pre-Construction and +30 Days Post Construction Closeout

Project: HARTWOOD MARSH ROAD FROM US27 TO MAJESTIC ISLE DRIVE (aka REGENCY HILLS DRIVE)
Manhour Estimate Continued

10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Post	Hrs/Mo.	Total Project
0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.10	165.00	64.35
0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.35	0.25	165.00	1468.50
1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.25	165.00	4042.50
0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25	0.00	0.00	0.00	0.00	165.00	1320.00
0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.25	165.00	874.50
2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	1.81	1.56	1.56	1.56	0.85		7769.85

24 month total duration (700+ 60 Days)
+30 Days Pre-Construction and +30 Days Post Construction Closeout

Sincerely,
Consor North America, Inc.

Charles Woerner

Charles Woerner, Sr. Project Manager/Administrator

Phone Number (cell) 407-552-1970 | cwoerner@consoreng.com

Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

			Unit	Unit Price
I.	**FIELD INVESTIGATION**			
	Mobilization of Men and Equipment			
	Truck-Mounted Equipment		Trip	$ 350.00
	Specialized ATV/Mudbug		Trip	$ 775.00
	Track Mounted Equipment, D-50		Trip	$ 3,110.00
	Support Vehicle		Trip	$ 182.00
	Barge-Mounted (Amphibious) Equipment		Mobilization	$ 8,500.00
	Safety Boat		Day	$ 450.00
	Barge Rental		Day	$ 3,500.00
	Standard Penetration Test Borings			
	(By Truck-Mounted Equipment)			
	Land: 0 - 50 ft depth		L.F.	$ 13.50
	50 - 100 ft depth		L.F.	$ 17.50
	100 - 150 ft depth		L.F.	$ 29.50
	Standard Penetration Test Borings			
	(By ATV/Mudbug)			
	Land: 0 - 50 ft depth		L.F.	$ 13.50
	50 - 100 ft depth		L.F.	$ 17.25
	100 - 150 ft depth		L.F.	$ 30.00
	Standard Penetration Test Borings			
	(By Track-Mounted)			
	Land: 0 - 50 ft depth		L.F.	$ 15.00
	50 - 100 ft depth		L.F.	$ 25.00
	100 - 150 ft depth		L.F.	$ 35.00
	Standard Penetration Test Borings			
	(By Barge-Mounted Equipment)			
	Land: 0 - 50 ft depth		L.F.	$ 20.00
	50 - 100 ft depth		L.F.	$ 25.00
	100 - 150 ft depth		L.F.	$ 50.00
	Grout-Seal Boreholes			
	Land: 0 - 50 ft depth		L.F.	$ 5.00
	50 - 100 ft depth		L.F.	$ 6.00
	100 - 150 ft depth		L.F.	$ 8.00
	Casing Allowance			
	Land: 0 - 50 ft depth		L.F.	$ 9.00
	50 - 100 ft depth		L.F.	$ 10.00

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Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

	Unit	Unit Price
100 - 150 ft depth	L.F.	$ 12.00
Rock Coring (Structures)		
0 - 50 ft deep	L.F.	$ 43.00
50 - 100 ft deep	L.F.	$ 50.00
Field Permeability Tests	Test	$ 300.00
Flagmen & Barricades (2 man crew)	Day	$ 890.00
Florida Patrolmen (Traffic Control)	Hour	$ 52.00
Arrow Rental Sign	Day	$ 85.00
Variable Message Board	Day	$ 205.00
Auger Borings (Roadway)	L.F.	$ 12.00
Extra Split Spoon Samples	Each	$ 65.00
2-Inch Piezometer Installation	L.F.	$ 55.00
Site Clearing to Access Borings	Hour	$ 250.00
Use of Rubber Tired Clearing Equipment	Day	$ 600.00
Standby/Decontamination (Drill Rig & Crew)	Hour	$ 200.00
EDR Report	Each	$ 500.00
Handheld GPS	Per Day	$ 75.00
Hand Muck Probes (2-man crew)	Day	$ 950.00
Thin Walled Shelby Tube Samples (Land)	Each	$ 200.00
Double Ring Infiltration Test	Test	$ 500.00
Organic Vapor Analyzer (OVA)	Day	$ 150.00
Pavement Cores, Asphalt	Each	$ 120.00

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Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

			Unit	Unit Price
	Pavement Cores, Concrete		Each	$ 140.00
	Ground Penetrating Radar - Subsurface		Day	$ 3,000.00
	Ground Penetrating Radar - Concrete		Day	$ 1,800.00
	Concrete Cores in Bridge Supports		Each	$ 280.00
	Pile Driving Analyzer (PDA)		Day	$ 2,650.00
	In-place Density Tests (minimum 4 per trip)		Each	$ 29.00
	Vibration/Sound Monitoring		Day	$ 750.00
II.	**LABORATORY TESTING**			
	A. CONCRETE			
	Concrete Core Compression		Test	$ 65.00
	Chloride Testing		Test	$ 220.00
	Petrographic Testing (basic)		Test	$ 1,400.00
	Masonry Block Testing - Absorption		Each	$ 95.00
	Masonry Block Testing - Compressive Strength (hollow)		Each	$ 75.00
	Concrete Compressive Strength		Per Cylinder	$ 20.00
	Grout Prism Testing		Per Set	$ 85.00
	2x2 Cube - Compressive Strength		Per Set	$ 70.00
	Concrete Core Compressive Strength Includes Trimming & Capping		Each	$ 65.00
	Flexural Strength		Each	$ 75.00

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Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

	Unit	Unit Price
B. ASPHALT		
Bitumen Extraction	Test	$ 120.00
Bitumen Gradation	Test	$ 90.00
Rice Specific Gravity	Each	$ 95.00
Laboratory Thickness and Density of Extracted Asphalt Cores	Each	$ 38.00
C. SOILS		
Standard Proctor (ASTM D698)	Test	$ 100.00
Modified Proctor (ASTM D1557)	Test	$ 110.00
Visual Examination/Stratify 1 set = 5 feet	Per Set	$ 8.00
Natural Moisture Content Tests	Test	$ 10.00
Grain-Size Analysis - Full Gradation	Test	$ 70.00
Grain-Size Analysis - Single Sieve	Test	$ 40.00
Organic Content Tests	Test	$ 40.00
PH Tests	Test	$ 35.00
Atterberg Limit Tests	Test	$ 85.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Per Set	$ 300.00
Unit Weight Determination	Test	$ 55.00
a) Consolidation Tests	Test	$ 450.00
b) Each additional load increment above 4TSF	Each	$ 30.00
Specific Gravity - Aggregate	Test	$ 70.00

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Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

	Unit	Unit Price
Triaxial Shear Tests (3 Points)	Test	$ 650.00
Rock Compression Test	Test	$ 150.00
Split Tension Test	Test	$ 130.00
LBR Test	Test	$ 295.00
Fines Content	Test	$ 45.00
Extrusion of UD	Test	$ 30.00
D. ENVIRONMENTAL		
Field Sampling Kit (soil), per day	Day	$ 26.00
Field Survey Kit (water), per day	Day	$ 77.00
Power Auger Boring (includes steam cleaning to a depth of 25 feet)	Foot	$ 13.50
BTEX and MTBE (Method 8021)	Each	$ 99.00
Organochlorine Pesticides (Method 8081)	Each	$ 110.00
Organophosphorus Pesticides (Method 8141)	Each	$ 132.00
Chlorinated Herbicides (Method 8151)	Each	$ 143.00
Volatile Organics (Method 8260)	Each	$ 125.00
Semi-Volatiles (Method 8270 BTEX)	Each	$ 125.00
Polyaromatic Hydrocarbons (Method 8310)	Each	$ 110.00
TPH Method FL-Pro	Each	$ 88.00
RCRA Metals (Method 6010/7471)	Each	$ 88.00
Arsenic (Method 6010/7471)	Each	$ 17.50

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Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

			Unit	Unit Price
	SPLP/TCLP Metals		Each	$ 198.00
	Asbestos Samples		Each	$ 25.00
	Total Phosphorous		Each	$ 40.00
	Total Nitrogen		Each	$ 40.00
	Fecal Coliforms		Each	$ 125.00
III.	**FACILITIES SERVICES**			
	Water Leakage Field Check			
	AAMA 501.2 Diagnostic Water Leakage Field Check (maximum 25' by 1-story)		per day	$ 950.00
	ASTM D5957 Flood Testing Horizontal Waterproofing Installations (per roof area)		per sq ft	$ 3.00
	Chambered Water Penetration Testing			
	ASTM E1105 Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls (maximum 10' x 10' test area)		each	$ 500.00
	ASTM E1646 Water Penetration of Exterior Metal Roof Panel Systems (maximum 10' x 10' test area)		each	$ 500.00
	ASTM C1601 Field Determination of Water Penetration of Masonry Wall Surfaces (maximum 10' x		each	$ 500.00
	Chambered Air Infiltration Testing			
	ASTM E783 Field Measurement of Air Leakage Through Installed Exterior Windows and Doors (maximum 10' x 10' test area)		each	$ 400.00
	ASTM E1680 Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems (maximum 10' x 10' test area)		each	$ 400.00

Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

	Unit	Unit Price
Air Leakage Testing		
ASTM E1186 Air Leakage Site Detection in Building Envelopes and Air Barrier Systems - Bubble Gun	per day	$ 1,000.00
ASTM E741 Determining Air Change by Means of a Tracer Gas Dilution	per day	$ 1,000.00
ASTM E779 Determining Air Leakage Rate by Fan Pressurization	per sq ft	$ 0.55
ASTM E1827 Determining Airtightness of Buildings Using Orifice Blower Door	per sq ft	$ 0.55
Flooring Preparation		
ANSI/NFSI B101 Walkway Surface Auditing Procedure for the Measurement of Walkway Slip	each	$ 135.00
ASTM E1155 Determining FF Floor Flatness and FL Floor Levelness Numbers	per day	$ 650.00
ASTM F710 Preparing Concrete Floors to Receive Resilient Flooring (Alkalinity Testing) (3 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	$ 45.00
ASTM F1869 Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride (3 per 1st 1,000 sq. ft. 1 per additional 1,000	each	$ 55.00
ASTM F2170 Determining Relative Humidity in Concrete Floor Slabs Using in-situ Probes (3 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	$ 65.00
Adhesion Testing		
ASTM C1401 Structural Sealant Glazing (10 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	$ 25.00

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Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

			Unit	Unit Price
	ASTM C1521 Evaluating Adhesion of Installed Weatherproofing Sealant Joints (10 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)		each	$ 25.00
	ASTM C1736 Non-destructive Evaluation of Adhesion of Installed Weatherproofing Sealant Joints Using a Rolling Device (10 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)		each	$ 25.00
	ASTM D3359 Rating Adhesion by Tape Test		each	$ 25.00
	ASTM D4541/D7234 Pull-off Strength of Coatings Using Portable Adhesion Testers		per area	$ 350.00
	Coating Thickness Field Check			
	ASTM E2924 Intumescent Coatings		each member	$ 155.00
	ASTM B499 Measurement of Coating Thickness by Magnetic Method: Nonmagnetic Coatings on Magnetic Metals		each area	$ 155.00
	ASTM D6132 Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gauge		each area	$ 155.00
	Load Testing			
	TAS 124-11 Test Procedure for Field Uplift Resistance of Existing Membrane Roof Systems		each	$ 575.00
	TAS 105-98 Test Procedure for Field Withdraw Resistance Testing		each	$ 55.00
	ASTM E196 Gravity Load Testing of Floors and Low-Slope Roofs		each	$ 450.00
	ASTM E455 Static Load Testing of Framed Floor or Roof Diaphragm Constructions		each	$ 325.00
	ASTM E2359 Field Pull Testing of In-place EIFS Clad Wall Assembly		each	$ 740.00

Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

			Unit	Unit Price
	ASTM E3121 Field Testing of Anchors in Concrete or Masonry		each	$ 275.00
	ASTM C1583 Tensile Strength of Concrete Surfaces and Bond Strength by Direct Tension		each	$ 325.00
	ANSI/SPRI FX-1 Field Test Procedure for Determining Withdraw Resistance of Roofing		each	$ 55.00
	ANSI/SPRI IA-1 Field Test Procedure for Determining Uplift Resistance of Insulation		each	$ 575.00
	Fall Arrest Anchor Load Testing - Comply with OSHA and ASSE		each	$ 325.00
	Evaluations and Quality Assurance			
	Building Envelope Evaluation with Aerial Drone		per day	$ 1,200.00
	GPR Concrete Reinforcement Location		per day	$ 1,200.00
	Thermography moisture survey		for 1st 50,000 sq ft	$ 1,200.00
	Water Intrusion Investigation		per day	$ 950.00
	Pre/Post Construction Property Condition Assessments		per every 3,000 sq ft	$ 1,500.00
	ADA Compliance Assessment		per day	$ 950.00
	Vibration/Noise Monitoring		per day	$ 650.00
IV.	**ENGINEERING AND TECHNICAL SERVICES**			
	Project Manager		Hour	$ 175.00
	Senior Engineer		Hour	$ 220.00
	Building Envelope Inspector		Hour	$ 105.00
	Project Engineer		Hour	$ 110.00

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Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

			Unit	Unit Price
	Staff Engineer		Hour	$ 95.00
	Project Administrator		Hour	$ 120.00
	Computer Technician		Hour	$ 80.00
	Asphalt Plant Inspector Level I		Hour	$ 75.00
	Asphalt Plant Inspector Level II		Hour	$ 79.00
	Asphalt Roadway Inspector Level I		Hour	$ 75.00
	Asphalt Roadway Inspector Level II		Hour	$ 79.00
	CTQP Drilled Shaft Inspector		Hour	$ 79.00
	CTQP Pile Driving Inspector		Hour	$ 79.00
	Certified Welding Inspector (CWI)		Hour	$ 105.00
	Ultrasonic Welding Inspector (UT, MT, PT)		Hour	$ 130.00
	Sr Engineering Technician		Hour	$ 75.00
	Engineering Technician		Hour	$ 60.00
	Secretary/Clerical		Hour	$ 60.00
V.	**MISCEALLANEOUS**			
	Maintenance of Traffic			
	Attenuator (crash truck with operator)		Day	$ 1,800.00
	Arrow Board (with support truck)		Day	$ 820.00
	Variable Message Board		Day	$ 80.00
	Flagging Crew		Day	$ 920.00
	Turbidity Testing		Day	$ 700.00

Tierra, Inc. Fee Schedule
On-Call Geotechnical Engineering Services 22-931

			Unit	Unit Price
	Turbidity Testing		Per 1/2 Day	$ 400.00

Exhibit C
Insurance Requirements

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, 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 the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR 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 CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

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

1.3.4. Professional Liability and Specialty Insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. POLICY ENDORSEMENTS

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]