

SAMPLE AGREEMENT
SUBJECT TO CHANGE UPON AWARD

**CONTRACT FOR PROFESSIONAL SERVICES
RSQ # 27-413**

CHAPTER 1: PROFESSIONAL'S AGREEMENT

This Contract For Professional Services (the "Agreement") is entered into between **Lake County, Florida, a political subdivision of the State of Florida**, (the "County") and [**DESIGN CONSULTANT**] (the "Professional"). This Agreement is executed under seal and shall be effective on the date signed by the last party to do so.

I. ADDRESSES AND AUTHORIZED REPRESENTATIVES

The authorized representatives and addresses of the County and the Professional are:

COUNTY:

Representative: Construction Program Manager
Address: 27351 State Road 19, Tavares, Florida 32778
Phone: 352-253-4950 (office); [-----] (cell)
E-mail: ivan.lespier@lakecountyfl.gov

PROFESSIONAL:

Representative: [Name]
Address: [Address]
Phone: [Phone]
E-mail: [Email]

COUNTY'S PROJECT IDENTIFICATION INFORMATION:

Project Title: Lake County Fairgrounds Design, Architecture, Engineering & Construction Management Services
Project Location: Vacant property located on County Road 448, Tavares, Florida (Approximately 41 acres; Parcel ID 072026000200002000; AK 1032024 and Approximately 27 acres; Parcel ID 072026000100002200, Alt Key 3915422)
Project ID Number: RSQ 27-413

It is the County's intent that the Project be constructed by the following Builder type [*Check one*]:

- ☐ Construction Manager (At-Risk Guaranteed Maximum Price) ("CMAR")
☒ General Contractor

If the Project is to be constructed by a General Contractor, the General Contractor shall be selected in one of the following ways [*Check one*]:

- ☐ It is the County's intent that the Work be performed pursuant to a negotiated Contract for Construction.
☒ It is the County's intent that the Work be performed pursuant to a competitively bid Contract for Construction utilizing a selection committee.

II. RECITALS

A. The County publicly submitted a Request for Statements of Qualifications (RSQ) # 27-413 for procurement of professional services under the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, (CCNA Act) following the guidelines set forth under such Act seeking qualified firms or individuals to provide architectural, engineering (A/E), and construction management services for the Lake County Fairgrounds.

B. The County, after reviewing statements of qualifications submitted in response to RSQ #27-413, identified Professional as the most qualified firm and successfully negotiated with Professional to perform the services sought in RSQ #27-413 described in this Agreement, in compliance with the requirements of the CCNA Act.

C. The County intends to construct the Project and is engaging the Professional to perform certain services for the Project.

D. The County and Professional each acknowledges that it will act in good faith in carrying out its duties and obligations.

E. The County's engagement of the Professional is based upon the Professional's representations to the County that it (i) is an organization of professionals experienced in the type of services the County is engaging the Professional to perform; (ii) is authorized and licensed to do business in the State of Florida; (iii) is qualified, willing and able to perform professional services for the Project; and (iv) has the expertise and ability to provide professional services which will meet the County's objectives and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

F. The County and Professional each acknowledge that it has reviewed and familiarized itself with this Contract for Professional Services, including the documents enumerated in Article 1, and agrees to be bound by the terms and conditions contained therein.

G. The provision of Professional's services will benefit the Parties and the residents of Lake County.

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: CONTRACT DOCUMENTS

1.1 The “Contract for Professional Services” is comprised of the following documents:

- This “*Chapter 1: Professional’s Agreement*” (hereafter “Chapter 1”), including the foregoing recitals A. through G., and all attached documents, appendices, and addenda;
- “*Chapter 2: Professional’s Required Services*” (hereafter “Chapter 2”), and all attached documents, appendices, and addenda;
- “*Chapter 3: General Terms and Conditions of Professional Services Contracts*” (hereafter “Chapter 3”), and all attached documents, appendices, and addenda; and
- Additional documents listed hereafter, if any:
 - ☐ None
 - ☒ Additional Documents:
 - All documents associated with RSQ #27-413, including, but not limited to:
 - Exhibit E, Affidavit Contracting with Foreign Countries of Concern
 - FDACS Contract 30237 Grant Information
 - [TBD]

1.2 Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Contract for Professional Services.

1.3 In the event of a conflict between the terms of this Contract for Professional Services and the Additional Documents, Attachments, or any Appendix hereto, the terms most favorable to the County shall control, as determined in the County’s sole discretion. General Terms and Conditions contained with the Professionals Final Negotiated Proposal shall be superseded by the terms and conditions within the Contract.

ARTICLE 2: NOTICES

2.1 Unless otherwise provided, wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

If to COUNTY:

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

With a Copy to:

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

2.2 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.

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

2.4 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 3: DESIGN NOT TO EXCEED

3.1 County's Budget. The Professional understands and acknowledges that the construction budget for the Project is [~~----- Dollars (\$-----)~~] hereinafter the "Budgeted Total Project Construction Cost".

3.2 Limitation on Total Project Construction Cost. The Professional agrees to design the Project so that the actual Total Project Construction Cost does not exceed the Budgeted Total Project Construction Cost recited above.

3.3 County's Remedies for Excessive Cost. If the lowest bona fide bid or negotiated Total Project Construction Cost exceeds the County's Budgeted Total Project Construction Cost the County may, in addition to any other remedies provided in this Contract for Professional Services, (i) accept the bid or negotiated Total Project Construction Cost; (ii) require the Professional, at no cost to the County, to re-bid or re-negotiate the Work; (iii) cancel the Work or any portion of the Work; (iv) revise the scope of the Work, as required to reduce the Total Project Construction Cost; or (v) require the Professional, at no cost to the County, to modify the Construction Documents and re-bid or re-negotiate the Work to result in a bid or negotiated Total Project Construction Cost within the Budgeted Total Project Construction Cost. In order to reduce the Total Project Construction Cost to the Budgeted Total Project Construction Cost, the Professional shall, in addition to the above, at the County's request and at no additional cost to the County, (i) provide value engineering to reduce the Total Project Construction Cost to the Budgeted Total Project Construction Cost; (ii) assist the County in redefining the scope of the Project; and (iii) incorporate all scope reductions and Project modifications into the modified Construction Documents.

ARTICLE 4: COMPENSATION AND SCOPE OF SERVICES

4.1 Compensation for Scope of Services. The County shall compensate the Professional as set forth in the Professionals Negotiated Proposal, **Appendix A**, attached hereto and incorporated herein by reference, **not-to-exceed [NEGOTIATED AMOUNT]** in accordance with the Professional's Payment Schedule, attached as **Appendix A**.

4.2 Compensation for Additional Services. The County and the Professional shall agree that the Professional's performance of Additional Services over and above that defined in **Appendix A** shall be performed based on an amount mutually agreed to in writing by the County and Professional prior to the performance of such services. A duly authorized change order shall be executed in accordance with the County's Purchasing Policy and Procedures, a copy of which shall be made available to the Professional upon request.

4.2.1 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 Agreement price. For work not contemplated by the original

Agreement, the amount of an increase will be limited to the Professional's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change. In such case, the Professional will keep and present to the County an itemized accounting together with appropriate supporting data.

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

4.2.3 Execution by the Professional 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.

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

4.3 Compensation for Expenses. Professional has provided County with lump-sum rates for services under this Agreement; these lump-sum rates are intended to fully compensate Professional for any reimbursable expenses incurred by Professional in the performance of its obligations under this Agreement. Any additional, unforeseeable expenses must be approved by the County through a written change order.

4.4 Professional's Markup. To the extent that Professional engages others to perform services, no additional markup shall be permitted.

4.5 Invoices and Progress Reports. Invoices shall be submitted to the County's Representative at the address set forth above. Invoices and progress reports shall be submitted in the same form as attached hereto and incorporated herein by reference as **Appendix D**. Professional shall submit invoices and supporting documentation at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion. The County will make payment on all undisputed invoices in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and Professional may be considered in default. As provided for in Section 218.74(4), Florida Statutes, County will pay interest not to exceed 1% per month on all undisputed invoices not paid within thirty (30) days after the due date; Professional must invoice the County for any interest accrued in order to receive the interest payment.

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

4.7 Grant Funding. *This is a Grant Funded Project. See Florida Department of Agriculture and Consumer Services (FDACS) Contract 30237.* The Professional agrees and acknowledges that if this Project is to be funded by state or federal grant monies, or other local agency monies, the Professional shall cooperate with the County to assure compliance with all requirements of the funding entity applicable to use of the monies, including providing access and the right to examine relative documents related to the Project and as may otherwise be specifically requested by the Federal or State granting agency. The Professional additionally agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the Professional by the County upon request. When the United

States Government or the State of Florida is to pay a portion of the cost of the Project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this Agreement.

ARTICLE 5: SPECIFIC INSURANCE REQUIREMENTS

5.1 The Professional shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Professional against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Professional under the terms and provisions of the Contract. The Professional is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder's address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the Professional in accordance with the following minimum limits:

5.1.1 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

5.1.2 Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000.

5.1.3 Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

5.1.4 Employers Liability insurance with the following minimum limits and coverage:

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

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

5.2 Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability insurance policy.

5.3 The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the Professional's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

5.4 Certificate(s) of insurance shall identify the applicable solicitation (RSQ) number in the Description of Operations section of the Certificate.

5.5 Professional must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions, including a waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A simple COI will not be accepted in lieu of the policy endorsements.

5.6 Certificate holder shall 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

5.7 Certificates of insurance must evidence each of the following:

5.7.1 a waiver of subrogation in favor of the County;

5.7.2 coverage is primary and noncontributory to any insurance or self-insurance maintained by County;

5.7.3 a Cross Liability or Severability of Interests provision; and

5.7.4 no requirement of premium payment or assessment by the County.

5.8 Renewal and Continuous Coverage. Contractor shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals. 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. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

5.9 Notice of Cancellation, Non-Renewal, or Material Change. Professional 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. Notices shall be sent to the County's Project Manager and Procurement Services Director. In the event of cancellation or non-renewal, Contractor shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

5.10 Upon County's request, Professional shall promptly provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract. Professional shall fully cooperate with the County by providing prompt and comprehensive responses to all documentation requests. Failure to provide the requested documentation may be considered as a material breach of the Contract.

5.11 Professional shall be responsible for the actions and insurance coverage of all subconsultants/subcontractors. Each shall provide the County with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the Professional.

5.12 The Professional shall be responsible for subconsultants/subcontractors and their insurance. Subconsultants/subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Professional's requirements.

5.13 All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the Professional or subconsultants/subcontractors shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

5.14 The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Professional and/or subconsultant/subcontractor providing such insurance.

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

5.16 Neither approval by the County of any insurance supplied by the Professional or subconsultant/subcontractor(s), nor failure to disapprove that insurance, shall relieve Professional or subconsultant/subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

ARTICLE 6: PERSONNEL AND CONSULTANT CHARTS

6.1. Professional has prepared and provided Professional's Personnel Chart, which is attached hereto and incorporated herein as **Appendix B** to this Agreement, which lists by name, job category, and responsibility the Professional's primary employees who will work on the Project. The Professional shall promptly inform the County in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The County shall have the right to reject any proposed replacement.

6.2. Professional has prepared and provided Professional's Subconsultant/Subcontractor Chart, which is attached hereto and incorporated herein as **Appendix C** to this Agreement, which lists by name and general duties each subconsultant/subcontractor retained by the Professional who will provide services with respect to the Project and the names of key team members in each who will be performing services on behalf of the Professional. Professional shall not enter into any agreement with any subconsultant or subcontractor to which the County raises a timely objection and shall promptly inform the County in writing of any proposed replacements, the reasons therefor, and the name(s) and qualification(s) of proposed replacement(s). The County shall have the right to reject any proposed replacement.

ARTICLE 7: PROFESSIONAL SERVICES SCHEDULE AND SPECIAL CONDITIONS

7.1 Commencement of Services. The Professional shall commence Project services within ten (10) business days of issuance of the Notice to Proceed.

7.2 Final Completion. [Per Negotiated Final Proposal].

7.3 Special Conditions. [TBD]

ARTICLE 8: AMENDMENTS TO CHAPTER 3

8.1 The following additions to, deletions from and/or modifications to the specifically referenced articles and paragraphs of Chapter 3 shall take precedence over the provisions of those referenced articles and paragraphs as follows:

☒ None

SAMPLE

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 Professional through its duly authorized representative.

PROFESSIONAL

[VENDOR NAME]

[Name, Title]

License No. [-----]

This _____ day of _____, 2026.

SAMPLE

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh
County Attorney

APPENDIX A: SCOPE OF WORK & PROFESSIONAL'S FINAL NEGOTIATED PROPOSAL
(Dated [-----], consisting of [----] pages)

SAMPLE

APPENDIX B: PROFESSIONAL'S PERSONNEL CHART

SAMPLE

APPENDIX C: PROFESSIONAL'S SUBCONSULTANTS & SUBCONTRACTORS

SAMPLE

**APPENDIX D:
FORM DOCUMENTS FOR INVOICES AND PROGRESS PAYMENTS**

APPLICATION AND CERTIFICATION FOR PAYMENT				AIA DOCUMENT G702
TO Owner: 	Project: 	APPLICATION NO: INVOICE NO.: PO#: APPLICATION DATE: PERIOD TO: 	Distribution to: OWNER Architect CONTRACTOR	
FROM CONTRACTOR: 	Architect: 	NCI Project Number: NCI Contract#: Contract Date: 		
CONTRACT FOR:				
CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.				
1. ORIGINAL CONTRACT SUM 2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 + 2) 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE: a. of Completed Work (Column D + E on G703) b. % of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b or Total in Column I of G703)	 	By: Date: State of: County of: Subscribed and sworn to before me this day of Notary Public: My Commission expires:		
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	 	OWNER'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. AMOUNT CERTIFIED \$ <i>(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the continuation sheet that are changed to conform with the amount certified)</i>		
CHANGE ORDER SUMMARY Total changes approved In previous months by Owner Total approved this Month TOTALS NET CHANGES by Change Order	ADDITIONS: 	DEDUCTIONS: 	Owner: Date: By:	
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.				

Schedule of Values / Budget										AIA DOCUMENT G703		
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.										Project:		
In tabulations below, amounts are stated to the nearest dollar.										Name		
Use Column I on Contracts where variable retainage for line items may apply.										Address		
										APPLICATION NO:		
										APPLICATION DATE:		
										PERIOD TO:		
										PROJECT NO:		
NO.	Item Description	Original Budget	Prior Amt. Completed	This Draw	Stored Material	Total Amt. Complete	Remaining Balance	Retainage	Estimated Completion			
1												
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3												
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6												
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Schedule of Values / Budget										AIA DOCUMENT G703		
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.										Project:		
In tabulations below, amounts are stated to the nearest dollar.										Name		
Use Column 1 on Contracts where variable retainage for line items may apply.										Address		
										APPLICATION NO:		
										APPLICATION DATE:		
										PERIOD TO:		
										PROJECT NO:		
NO.	Item Description	Original Budget	Prior Amt. Completed	This Draw	Stored Material	Total Amt. Complete	Remaining Balance	Retainage	Estimated Completion			
32												
33												
34												
35												
36												
37												
38												
39												
40												
41												
TOTALS												

Firm Name

Progress Report No. (Insert Number beginning at 1)

Period: (Insert Date) thru (Insert Date)

Project: Project Title

Project Control/Coordination

-

Schematic Design

-

Design Development

-

Construction Documents

-

Meetings

-

Bidding/Permitting

-

Construction Administration

-

Expenses

-

Two Week Outlook

-

By:

Date:

Name /Title

CHAPTER 2: PROFESSIONAL'S REQUIRED SERVICES

ARTICLE 1: GENERAL PROJECT SERVICES

1.1 Essential Services. The Professional agrees to provide all necessary architectural, engineering, and construction management services required to professionally accomplish the Scope of Services.

1.2 Project Design Schedule and Professional Coordination.

1.2.1 The Professional shall be responsible for coordinating all other County's consultants and shall be required to keep the Project on schedule.

1.2.2 The Professional shall, not more than fourteen (14) calendar days after the Notice to Proceed is issued under this Contract for Professional Services, prepare and submit a Project Design Schedule for review and acceptance by the County. The Project Design Schedules shall include all pertinent Project dates, including, but not limited to:

1.2.2.1 The Project Design Schedule shall include the design completion date, any guidelines and milestone dates required by the County, sufficient time for review of documents and submittals, and the date of Final Completion as required by the County.

1.2.2.2 The Project Design Schedule shall include and properly coordinate all dates for performance of services and tasks so that the design and construction can be completed in a timely and orderly fashion consistent with the required date of Final Completion.

1.2.2.3 By reviewing the Project Design Schedule, the County does not assume any of the Professional's responsibility that the Project Design Schedule be coordinated or complete, or for orderly and timely completion of the design and construction by the required date of Final Completion, and review and acceptance of the Project Design Schedule by the County shall not relieve the Professional of any of its responsibilities.

1.2.3 The Professional shall determine and promptly notify the County in writing when it believes adjustments to the Project Design Schedule are necessary, but no such adjustments shall be effective unless approved in writing by the County.

1.3 Project Approval. As required for the Project, the Professional shall:

1.3.1 promptly secure all approvals from governing authorities with jurisdiction over the Project. Without limitation, the Professional shall timely assist the County in making application for rezoning, site plan approval, local variances, or other approvals, including completion of all necessary applications and supporting documentation; and

1.3.2 attend any and all meetings required to secure all approvals from governing authorities with jurisdiction over the Project.

1.4 Additional or Modified Required Services. Additional or modified required services, if any, included in General Project Services and not otherwise reflected in this Article are listed in **Appendix 1**, attached hereto and incorporated herein by reference. No additional services will be paid unless previously agreed to by the County in a written change order, signed by both Parties.

ARTICLE 2: PRELIMINARY DESIGN SERVICES

2.1 Investigation and Analysis. The Professional shall:

2.1.1 visit and visually observe the Project Site and any structure(s) or other man-made features to be modified;

2.1.2 familiarize itself with the survey, and the location of all existing buildings, utilities, conditions, streets, equipment, components, and other attributes having or likely to have an impact on the Project;

2.1.3 familiarize itself with the County's layout and design requirements, conceptual design objectives, and Budgeted Total Project Construction Cost;

2.1.4 familiarize itself with pertinent Project dates and programming needs, including the Project Design Schedule;

2.1.5 review all Project tests, investigations, and recommendations specified and implied under the Scope of Work, including geotechnical, environmental, structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations;

2.1.6 familiarize itself with, review and analyze local zoning restrictions and requirements;

2.1.7 review and analyze the Project Threatened and Endangered Species (T&E) report for habitat issues such as the presence of gopher tortoises, scrub jays, etc.; and

2.1.8 gather any other information necessary for a thorough understanding of the Project.

If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Professional shall also:

2.1.9 review all available as-built and record drawings, plans and specifications;

2.1.10 visually observe the existing structure(s) and man-made feature(s) to identify to the extent of possible existing deficiencies and ascertain the specific locations of pertinent structural components; and

2.1.11 analyze and coordinate with the County the target strategy for attaining recognized criteria for sustainable/green building design.

Professional shall be entitled to rely on the accuracy and completeness of all County-provided information in accordance with **Chapter 3, Section 2.1.5**.

2.2 Preliminary Design and Estimate. The Professional shall, based upon its activities pursuant to Paragraph 2.1:

2.2.1 in accordance with schedule requirements, provide to the County preliminary design drawings including, but not limited to plans, elevations, and cross-sections, as well as alternative design recommendations and proposals;

2.2.2 in accordance with the design schedule meet at a minimum once per week with the County and, if applicable, the County's construction manager, to discuss and review preliminary design drawings;

2.2.3 resolve all problems, conflicts, defects, or deficiencies identified during the review and evaluation of the preliminary design drawings;

2.2.4 upon completion of the preliminary design drawings, prepare and submit to the County and, if applicable, the County's construction manager, a preliminary estimate of Total Project Construction Cost broken down by line item into major construction disciplines and systems;

2.2.5 in accordance with the project design schedule, provide to the County six (6) copies of preliminary design drawings at 40%, 60%, 90%, and 100% completion.

2.3 Recommended Testing. The Professional shall prepare scopes of work, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary Project testing. As part of Professional's scope, Professional is to provide any required testing (i.e., soils, environmental assessments, etc.) and shall provide all surveys needed, if any, in accordance with the Scope of Services / Professional's Final Negotiated Proposal set forth in **Appendix A, Chapter 1**.

2.4 Excessive Cost Estimate. If the preliminary estimate of Total Project Construction Cost exceeds the Budgeted Total Project Construction Cost, the County may:

2.4.1 accept the preliminary estimate of Total Project Construction Cost and revise the Budgeted Total Project Construction Cost;

2.4.2 cancel the Project or any portion thereof;

2.4.3 terminate this Contract for Professional Services;

2.4.4 revise the scope of the Project as required to reduce the preliminary estimate of Total Project Construction Cost; or

2.4.5 require the Professional, at no cost to the County, to modify the preliminary design drawings in a manner which will result in an estimate of Total Project Construction Cost within the budgeted Total Project Construction Cost.

2.5 If the final estimates of Total Project Construction Cost by the Construction Manager and the Professional differ materially, the Construction Manager and Professional shall meet promptly to reconcile the discrepancies between their estimates so as to permit submission to the County of a final estimate of

Total Project Construction Cost on which both the Professional and the Construction Manager agree, or where the parties cannot agree, identify to the County the specific portions that differ.

2.6 Additional or Modified Required Services. Additional or modified required services, if any, included in Preliminary Design Services are listed in **Appendix 1** and **Appendix B, Chapter 1**, and incorporated herein by reference.

ARTICLE 3: CONSTRUCTION DOCUMENTS SERVICES

3.1 Construction Documents. Any modifications authorized by the County, any adjustments authorized by the County to the Budgeted Total Project Construction Cost, and upon written approval of the preliminary design drawings by the County, the Professional shall prepare Construction Documents which detail the Work within the Budgeted Total Project Construction Cost, as adjusted. Construction Documents shall:

3.1.1 be complete, accurate, coordinated, and adequate for bidding, permit approval, negotiating and constructing the Work; provided, however, that nothing contained herein shall be deemed to require the Professional to exercise a greater standard of care than can reasonably be expected from other architects and engineers performing similar services to those required herein;

3.1.2 consider existing Site features and structures, and safely and efficiently integrate the Work into existing Site features and structures;

3.1.3 include all labor, material, and equipment necessary to complete the Work;

3.1.4 portray Work which meets the County's disclosed, demonstrated, or documented aesthetic, functional and operational objectives;

3.1.5 be fit and proper for the purpose intended;

3.1.6 comply with all applicable laws, statutes, building codes, rules and regulations of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project in effect on the date the documents are delivered to the County; and

3.1.7 include all appropriate and advisable Project testing requirements including, without limitation, geotechnical, environmental, structural, chemical, electrical, or mechanical tests and investigations, and construction materials testing.

In accordance with the Project Design Schedule, the Professional shall provide to the County six (6) copies of Construction Document phase plans and specifications for in-house County staff review and approval, at an interval of 40%, 60%, 90%, and 100% completion periods.

3.2 Final Construction Documents. After the Professional's receipt and review of any comments from the County and, if applicable, the construction manager, the Professional shall prepare final Construction Documents which detail the Work within the Budgeted Total Project Construction Cost, if and as adjusted. At the time final Construction Documents are provided to the County for the County's

final review, the Professional shall notify the County in writing of any comments of the County and, if applicable, the construction manager which have not been incorporated into the final Construction Documents. Final Construction Documents shall meet the criteria set forth in Subparagraphs 3.1.1 through 3.1.7.

3.2.1 The Professional shall provide:

- (i) signed and sealed copies required for submittal to the Building Department and the Planning/Zoning Department having jurisdiction over the project in PDF format;
- (ii) electronically transmitted set of final Construction Documents, including final drawings and specifications, in PDF format, signed and sealed, to the County, as well as final CAD files; and
- (iii) any sealed set(s) required by any governmental agency to secure necessary approvals and permits.

3.2.2 The parties agree that copies of the final Construction Documents prepared by the Professional to be used by potential bidders shall not bear an original seal of the Professional.

3.3 Final Cost Estimate. At the time of submission of final Construction Documents to the County, the Professional shall ensure that the construction manager provides the final estimate of Total Project Construction Cost not to exceed the Total Project Construction Cost.

3.4 Additional or Modified Required Services. Additional or modified required services, if any, included in Construction Documents Services are listed in **Appendix 1** and **Chapter 1, Appendix A**, incorporated herein by reference.

ARTICLE 4: PRE - CONSTRUCTION SERVICES

4.1 Selection of Construction Manager. This subsection ☒ shall / ☐ shall not apply to this contract. In the event the County elects to utilize a construction manager for the project, the Professional shall assist the County in the selection process. Additionally, the Professional shall collaborate with the construction manager throughout the design and document stages of the project to confirm constructability, construction document quality, and adherence to the budget. Upon completion of the construction documents, the Professional shall assist the County and construction manager in reviewing competitive subcontractor bids for the Project. The Professional shall obtain from the County the most current version of the County's Contract for Construction Management. The Professional shall review and familiarize itself with the County's contract with the construction manager and shall promptly notify the County of proposed modifications or additions necessitated or suggested by conditions in the Project.

4.2 Additional Information. The Professional shall:

4.2.1 review and approve or take other appropriate action on proposed substitutions and voluntary alternates, if any; and

4.2.2 prepare and distribute addenda to the Construction Documents, and otherwise assist the County, as required to resolve any questions arising during the bidding and negotiating process.

4.3 Additional or Modified Required Services. Additional or modified required services, if any, included in Pre-Construction Services are listed in **Appendix 1** and **Chapter 1, Appendix A**, and incorporated herein by reference.

ARTICLE 5: CONSTRUCTION SERVICES

5.1 Administration. The Professional shall (i) be the County's design representative during performance of the Work; (ii) consult and advise on all design and technical matters; (iii) if applicable, be the County's representative in dealing with the general contractor, from the effective date of the Contract For Construction until six (6) months from the date of achievement of Substantial Completion; and (iv) administer the Contract For Construction.

5.2 Interpretations and Clarifications. The Professional shall promptly and without causing unnecessary delay, render written or graphic interpretations and decisions necessary for the proper execution of the Work. The Professional's interpretations and decisions relating to artistic effect shall be final if not inconsistent with the Contract for Construction.

5.3 Submittals and Shop Drawings. The Professional shall in not more than fourteen (14) calendar days after receipt, and in accordance with all Project schedule requirements and the general contractor's submittal schedule, review, certify, approve, reject, or take other appropriate action on, and return all submittals such as shop drawings, product data and samples. The Professional shall not approve any such submittals unless such submittals conform with (i) the Project design concept; (ii) the Construction Documents; (iii) the Contract for Construction; and (iv) the County's Budgeted Total Project Construction Cost.

5.4 Equals. The Professional shall promptly and in accordance with all Project schedule requirements, review and approve, reject, or take other appropriate action on proposed "equal materials or equipment". The Professional shall not approve any such proposed equal materials or equipment unless such equals conform to (i) the Project design concept; (ii) the Construction Documents; (iii) the Contract for Construction; and (iv) the County's Budgeted Total Project Construction Cost.

5.5 Testing.

5.5.1 The Professional shall promptly, and in accordance with all Project schedule requirements, require submission of, review and evaluate the results of all inspections, tests and written reports required by the Contract for Construction and by any governmental entity having jurisdiction over the Project. The Professional shall take appropriate action on test results, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Professional deems appropriate. The Professional shall promptly reject Work which does not conform to and comply with testing requirements.

5.5.2 The Professional, with prior consultation and approval by the County, shall promptly require inspection or testing of any Work in addition to that required by the Contract for Construction or governmental entities having jurisdiction over the Project when such additional inspections and testing is necessary or advisable, whether such Work is then fabricated, installed or completed. The Professional shall

take appropriate action on all such special testing and inspection reports, including acceptance, rejection, requiring additional testing or corrective work, or such other action the Professional deems appropriate. The Professional shall promptly reject Work which does not conform to and comply with testing requirements.

5.6 Interpretation of Construction Documents. The Professional shall act as initial interpreter of the requirements of the Contract for Construction and as the County's advisor on claims.

5.7 Site Visits, Construction Observations, and Rejection of Work.

5.7.1 The Professional shall visit the Project Site with sufficient frequency, as deemed necessary within the standard of care, to familiarize itself with the progress and quality of the Work and to observe the Work to determine general compliance of the Work with:

- (i) the Contract for Construction, including approved shop drawings and other submittals;
- (ii) the Construction Schedule; and
- (iii) applicable laws, statutes, building codes, rules or regulations of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project.

5.7.2 The Professional shall attend monthly job site meetings with the general contractor/construction manager and other necessary parties and shall be entitled to copies of the minutes of such job site meetings once prepared by the general contractor/construction manager.

5.7.3 Each on-site construction observation shall be conducted by an experienced, qualified representative of the Professional who is knowledgeable about the Project and competent in each discipline which has trade activities in progress at the time of the inspection. Within forty-eight (48) hours after each visit, the Professional shall submit a written report to the County summarizing the Project status.

5.7.4 The Professional shall exercise care and diligence in discovering and reporting to the County in writing the results of its visit, including defects and deficiencies in the Work, and shall recommend to the County appropriate courses of action, if any.

5.7.5 The Professional shall promptly disapprove or reject Work which, in the Professional's opinion, does not comply with:

- (i) the Contract for Construction including approved shop drawings and other submittals; or
- (ii) applicable laws, statutes, building codes, rules or regulations of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project.

5.7.6 The Professional shall immediately notify the County and the general contractor/construction manager in writing when it has disapproved or rejected any Work.

5.8 Minor Changes, Change Order Requests, and Change Orders.

5.8.1 The Professional, without the County's prior approval, may authorize or direct minor changes in the Work which are consistent with the intent of the Construction Documents, and which do not involve a change in Project cost, time for construction, Project scope, aesthetics, visual concepts, or approved design elements. Any such minor changes shall be implemented by written field order. Except as provided in this subparagraph, the Professional shall not have authority to direct or authorize changes in the Work without the County's prior written approval; however, the Professional shall provide a contemporaneous copy of any written field order to the County.

5.8.2 The Professional shall promptly consult with and advise the County concerning, all change order requests and change orders on behalf of the County and shall promptly prepare and submit change order requests for the County's approval and acceptance.

5.8.3 The Professional shall promptly prepare required drawings, specifications, and other supporting data as necessary in connection with minor changes, change order requests and change orders.

5.8.4 In the event a change order request is approved by the County in the absence of an agreement with the general contractor/construction manager as to cost, time, or both, the Professional shall:

- (i) receive and maintain all documentation pertaining thereto required of the general contractor/construction manager;
- (ii) examine such documentation on the County's behalf;
- (iii) take such other action as may be reasonably necessary or as the County may request; and
- (iv) make a written recommendation to the County concerning any appropriate adjustment in the construction cost or time and issue a change order for approval by the County.

5.8.5 The Professional shall administer and manage all minor changes, change order requests, and change orders.

5.9 Application for Payment from General Contractor/Construction Manager.

5.9.1 The Professional shall promptly review applications for payment, including such accompanying data, information and schedules as the Professional requires, to determine the amounts due and, based upon such review, together with its observation of the Work, shall authorize payment by the County to the general contractor/construction manager in writing. Professional's review of payment applications must be made in a timely manner as to ensure County's ability to comply with the Local Government Prompt Payment Act and the statutory payment requirements for construction services in Section 218.735, Florida Statutes. Such authorization shall constitute the Professional's representation to the County that, to the Professional's knowledge and belief:

- (i) the Work described in the invoice has progressed to the level indicated and has been performed in accordance with the Contract for Construction;
- (ii) all necessary and appropriate lien waivers have been submitted; and

- (iii) the amount requested is currently due and owing to the general contractor/construction manager.

5.9.2 In the case of unit-price work, the Professional's recommendations for payment will constitute a final determination of quantities and classifications of such work.

5.10 Liens. The Professional shall promptly notify the County in writing of any information it obtains pertaining to any claim or alleged claim, including but not limited to mechanics' liens, construction liens, and builder's trust fund claims, or similar claims, involving any Project builder, supplier, contractor, or subcontractor relating to the Project.

5.11 Substantial Completion.

5.11.1 When the general contractor/construction manager believes that the Work is substantially complete, it will notify the County and the Professional that the Work is ready for inspection. Upon receipt of such notification, the Professional shall coordinate with the County and the general contractor/construction manager a date for the inspection and development of a single list of items to render the project complete, as required by Section 218.735(7), Florida Statutes; general contractor/construction manager general requirements for substantial completion and final completion in compliance with Section 218.735(7), Florida Statutes, are attached hereto for reference as part of Appendix 1.

5.11.2 At or prior to the inspection, the general contractor/construction manager will prepare and furnish to the Professional a Declaration of Substantial Completion which the Professional shall review for completeness. At a minimum, the Declaration of Substantial Completion must:

- (i) contain a blank for entry of the date of Substantial Completion, which date fixes the commencement date of warranties and guaranties and allocates between the County and the general contractor/construction manager responsibility for security, utilities, damage to the Work and insurance;
- (ii) include a list of items to be completed or corrected and state the time within which the general contractor/construction manager will complete or correct listed items; and
- (iii) contain signature lines for the County, the general contractor/construction manager and the Professional.

5.11.3 At the substantial completion inspection, the Professional shall:

- (i) inspect the Work;
- (ii) add to the punch list any other items to be completed or corrected; and
- (iii) determine, in consultation with the County, whether the Work is substantially complete. If the Work is not substantially complete, the process shall be repeated until the Work is substantially complete. When the County, the general contractor/construction manager and the Professional agree that the work is substantially complete, they shall each sign the Declaration of Substantial Completion.

5.11.4 Within the time stated for completion or correction of the list of items included with the Declaration of Substantial Completion, the Professional shall:

- (i) secure from the general contractor/construction manager all keys, manuals, required maintenance stocks, guaranties, warranties, affidavits, releases, bonds, waivers, permits, as-built and record drawings and markups, and other documents necessary for close-out of the Work, including the Certificate of Occupancy;
- (ii) obtain, review, and determine the propriety of all close-out documents, and shall immediately inform the general contractor/construction manager about any deficiencies; and
- (iii) meet with the County's maintenance staff to familiarize and train them with respect to maintenance and use of the Project.

5.12 Final Completion.

5.12.1 When the general contractor/construction manager believes that the Work is finally complete, the general contractor/construction manager will notify the County and the Professional that the Work is ready for final inspection. Upon receipt of such notification, the Professional shall coordinate with the County and the general contractor/construction manager a date for the inspection.

5.12.2 At or prior to the inspection, the general contractor/construction manager will prepare and furnish to the Professional:

- (i) certification that all obligations for payment for labor, materials or equipment related to the Work have been paid or otherwise satisfied;
- (ii) certification that all insurance required of the general contractor/construction manager beyond final payment, if any, is in effect and will not be canceled or allowed to expire without notice to the County;
- (iii) the written consent of the surety(ies), if any, to final payment; and
- (iv) full waivers of mechanics or construction liens, releases of builder's trust fund or similar claims, and release of security interests or encumbrances on the Project property.

The Professional shall review and determine the propriety of all Final Completion documents and shall immediately inform the general contractor/construction manager about any deficiencies.

5.12.3 At the Final Completion inspection, the Professional shall:

- (i) inspect the Work;
- (ii) determine whether the general contractor/construction manager has satisfactorily completed or corrected all items on the list included with the Declaration of Substantial Completion;

- (iii) determine whether the Work complies with (a) the Contract for Construction; (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project; and (c) applicable installation and workmanship standards;
- (iv) determine whether required inspections and approvals by the official(s) having jurisdiction over the Project have been satisfactorily completed; and
- (v) determine, in consultation with the County, whether the Work is finally complete.

5.12.4 If the Work is not finally complete, the process shall be repeated until the Work is finally complete.

5.13 Certification of Final Payment to General Contractor/Construction Manager.

5.13.1 Promptly after the Work is determined to be finally complete and the Professional determines that the general contractor/construction manager has properly submitted the items referenced in Paragraph 5.12.2, the Professional shall determine whether the general contractor/construction manager is entitled to final payment and, if so, shall so certify to the County in writing.

5.13.2 The Professional's certification that the general contractor/construction manager is entitled to final payment constitutes the Professional's representation to the County that, to the Professional's knowledge and belief:

- (i) the Work complies with (a) the Contract for Construction, (b) applicable laws, statutes, building codes, rules or regulations of all governmental, public, and quasi-public authorities and agencies having jurisdiction over the Project, and (c) applicable installation and workmanship standards;
- (ii) the general contractor/construction manager has submitted proper Final Completion close-out documents;
- (iii) all mechanics' liens, construction liens, builder's trust fund claims, and similar claims have been resolved, or in the alternative, all appropriate waivers and appropriate indemnification(s) have been secured; and
- (iv) the general contractor/construction manager is entitled to final payment.

5.14 Professional's Submittals to County. The Professional shall provide to the County, at the time it submits a signed certificate of final payment, all Final Completion close-out documents and one set of record drawings accurately depicting all as-built construction, in the form required by the County, based upon the as-built and record drawings and markups submitted by the general contractor/construction manager.

5.15 Additional or Modified Required Services. Additional or modified required services, if any, included in Construction Services are listed in **Appendix 1**, and **Chapter 1, Appendix B** and incorporated herein by reference.

ARTICLE 6: PROFESSIONAL'S EXTRA SERVICES

6.1 Initiation of Extra Services. The Professional shall provide such extra services as are initiated and authorized in writing by the County prior to performance. The services described in this Article 6 are not included in Required Services unless identified as an "Additional Required Service or Modified Required Service".

6.2 Definition of Extra Services. Extra services include, but are not limited to:

- (i) services necessary to revise final Construction Documents when such revisions are required by the County's election to revise the scope of the Work when such revisions are not necessitated by (a) deficiencies or conflicts in, or discrepancies between, the Construction Documents; (b) the Professional's failure to perform its duties or substantially perform in accordance with the terms of this Contract For Professional Services; or (c) other acts or omissions of the Professional;
- (ii) services required in connection with replacement of Work damaged by natural catastrophe or intentional acts of parties other than the Professional or employees, agents, or subcontractors of the Professional during construction;
- (iii) services for preparation for and attendance at deposition, discovery or court or other dispute resolution proceedings on behalf of the County, except when such proceedings involve issues of fault, neglect, or alleged liability of the Professional, or its agents, employees, consultants, or subcontractors;
- (iv) services required by any failure to adequately perform contractual responsibilities by any (a) general contractor/construction manager; (b) any general contractor/construction manager's subcontractor(s) or supplier(s); or (c) the County;
- (v) services required by change orders initiated by the County, including as applicable, those services specified in Paragraph 5.9; and
- (vi) other services not included in Required Services mutually agreed to by the County and the Professional in writing.

6.3 Payment of the Professional for Extra Services shall be in accordance with the provisions of Chapter 1, Article 4.

APPENDIX 1: ADDITIONAL OR MODIFIED REQUIRED SERVICES

GENERAL PROJECT SERVICES [¶ 1.4]

[-----]

PRELIMINARY DESIGN SERVICES [¶ 2.5]

[-----]

CONSTRUCTION DOCUMENTS SERVICES [¶ 3.4]

[-----]

PRE-CONSTRUCTION SERVICES [¶ 4.6]

[-----]

CONSTRUCTION SERVICES [¶ 5.15]

Certificate of Substantial Completion and Single List of Items

Example General Requirements for General Contractors/Construction Managers Related to Substantial Completion, Final Completion, and Final Payment

**Certificate of Substantial Completion
and Single List of Items**

PROJECT: [NAME AND ADDRESS]
[IDENTIFYING CONTRACT NUMBER AND DATE/REFERENCE]

CONTRACTOR: [NAME AND ADDRESS]

**[ARCHITECT/OTHER OWNER [NAME AND ADDRESS]
REPRESENTATIVE]:**

The Work to be performed under this Agreement has been reviewed by the COUNTY and, if applicable, the COUNTY'S Architect or Representative, and determined to be substantially complete consistent with the requirements of the Contract Documents. As defined in Section 6.19 of the Agreement, Substantial Completion is the point at which the Work is sufficiently complete consistent with the requirements of the Contract Documents to enable the COUNTY to take possession of, occupy, or use the Project, in all respects for its intended use without significant disruption from the completion of any remaining work.

1. Date of Acceptance. The Owner accepts the Work as substantially complete and will assume possession and use of the Project (or select portions, if applicable in the Agreement) on [DATE]. That shall be the "**Substantial Completion Date**" for purposes of this Certificate.

2. Work to be Completed or Corrected. The single list of items required to be completed or corrected by the Contractor to render the Service complete, pursuant to Section 218.735(7), Florida Statutes, is attached. All remaining items identified shall be completed as specified, but not more than thirty (30) calendar days after the Substantial Completion Date. The failure of the parties to identify any specific item of Work in the single list of items shall not be deemed a waiver of the Contractor's obligation to perform all Work consistent with the requirements of the Contract Documents.

3. Release of Retainage. In the payment application following the Substantial Completion Date, the Contractor shall be entitled to a release of the remaining contract balance, including all retainage previously withheld by the local governmental entity less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the list.

One hundred fifty percent (150%) of the estimated cost to complete the Work identified in the single list of items attached hereto is [NUMBER IN WORDS] Dollars (\$[NUMBER]).

4. Additional Responsibilities. All work, including utilities, shall be transferred to the COUNTY upon the date of Final Completion. All applicable warranties required by the Contract Documents shall begin to run as of the Final Completion date.

COUNTY

[CONTRACTOR PARTY NAME]

Name:
Title:

Name:
Title:

**Example General Requirements for General Contractors/Construction Managers Related to
Substantial Completion, Final Completion, and Final Payment**

A. Substantial Completion.

a. Substantial Completion is the point at which the work (or a designated portion of the work the COUNTY has agreed to accept expressly under this Agreement), is sufficiently complete consistent with the requirements of the Contract Documents to enable the COUNTY to take possession of, occupy, or use the Project (or such designated portion, if applicable), in all respects for its intended use without significant disruption from the completion of any remaining work. Substantial Completion will not be achieved until:

- i. All Project systems included in the work (or that designated portion, if applicable) are operational as designed and scheduled, and where required by the Contract Documents, have been inspected and commissioned;
- ii. COUNTY'S personnel have received the requisite number of operational manuals and all instruction and training in the use of such systems as required by the Contract Documents;
- iii. All required governmental inspections and approvals associated with the use and occupancy of the Project including, without limitation, a certificate of occupancy for such use are obtained and provided to the COUNTY;
- iv. All utilities have been connected and are in working order, if applicable to the specific project;
- v. All final finishes specified in the Contract Documents are in place; and
- vi. The Project (or designated portion, if applicable) has been fully cleaned and cleared of any debris and is readily accessible, operable, and usable for its intended purpose.

b. The CONTRACTOR will notify the COUNTY'S Project Manager in writing when it considers Substantial Completion of the Work (or such designated portion(s) the COUNTY has agreed to accept) to be achieved. After receiving such notice, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will schedule an inspection of the Work or such designated portion to determine if Substantial Completion has been achieved. CONTRACTOR and COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will jointly conduct the Substantial Completion inspection.

- i. If the COUNTY determines that Substantial Completion **has not been achieved**, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative, will provide CONTRACTOR with a list of items to be completed or corrected to enable the COUNTY to take possession of, occupy, or use the Project (or a designated portion), for its intended use without significant disruption. CONTRACTOR will promptly perform such work and notify the COUNTY'S Project Manager upon completion in writing and request the COUNTY to schedule another Substantial Completion inspection.
- ii. If the COUNTY determines that Substantial Completion **has been achieved**, the COUNTY'S Project Manager and, if applicable, COUNTY'S Architect or Representative will promptly notify the CONTRACTOR. The COUNTY shall provide CONTRACTOR with a Certificate of Substantial Completion which shall include a single list of items required to render the

Service complete, pursuant to Section 218.735(7), Florida Statutes. COUNTY will prepare and deliver to CONTRACTOR the Certificate of Substantial Completion and single list of items within thirty (30) calendar days following the Substantial Completion inspection. The single list will be delivered by the COUNTY to the CONTRACTOR within five (5) days after the list of items has been developed and reviewed.

The failure by the COUNTY to include any corrective work or pending items on the list does not alter CONTRACTOR'S responsibility for completing the Service pursuant to the Contract Documents. All items that require correction under the Agreement and that are identified after the preparation and delivery of the list remain the obligation of CONTRACTOR. The CONTRACTOR shall correct all deficiencies before final acceptance and payment of retainage is made.

c. The Certificate of Substantial Completion will establish the date of Substantial Completion for the Work or such designated portion and:

- i. Include a single list of all items to be completed or corrected and identify the time for completion or correction. Unless otherwise agreed, all items must be completed within thirty (30) calendar days of Substantial Completion Date. The failure to include an item on the list does not alter the CONTRACTOR'S responsibility to complete all Work as required by the Contract Documents.
- ii. Identify any other conditions to be completed prior to Final Completion.
- iii. Must be signed and accepted by the CONTRACTOR and COUNTY'S Project Manager.

d. Within twenty (20) business days after the COUNTY and CONTRACTOR sign and accept the Certificate of Substantial Completion, the COUNTY will pay CONTRACTOR the remaining contract balance that includes all retainage previously withheld by the COUNTY less an amount equal to 150 percent (150%) of the estimated cost to complete the items on the list. CONTRACTOR must provide COUNTY a proper payment application in order to receive payment.

B. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has reached Final Completion, including completion of all items identified in the single list of items provided in the Certificate of Substantial Completion, CONTRACTOR shall request a final inspection by the COUNTY in writing. The COUNTY, or the COUNTY'S representative, shall make the final inspection within five (5) business days of receipt of notification from the CONTRACTOR that the Service is ready.

C. Final Completion and Final Acceptance. Final Completion must be within thirty (30) days after the COUNTY'S issuance of a Certificate of Substantial Completion. Final Completion shall be achieved when all materials have been furnished, all work has been performed, and all the construction contemplated by this Agreement is completed to the COUNTY'S satisfaction. If the COUNTY fails to provide the list as provided for in paragraph A of this section, the time for completion will be extended by the number of days the COUNTY exceeded the delivery date. COUNTY will re-inspect to verify completion of the list of items provided to CONTRACTOR for final acceptance. An eighty-dollar (\$80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items identified in the Final Inspection punch list.

CHAPTER 3: GENERAL TERMS AND CONDITIONS

ARTICLE 1: PROFESSIONAL'S GENERAL RESPONSIBILITIES

1.1 Professional's Services.

1.1.1 The Professional's services consist of those services performed by the Professional, the Professional's employees, and the Professional's consultants and contractors.

1.1.2 The Professional, as professional advisor and consultant to the County for the Project, accepts and acknowledges the relationship of trust and confidence established with the County and covenants to furnish professional services to the County in an expeditious, economical, and proper manner consistent with the County's interests and objectives.

1.1.3 The Professional shall determine and promptly notify the County in writing when extra services are necessary or desirable in connection with the Project.

1.2 Professional's Performance of Services.

1.2.1 The Professional understands and acknowledges that time is of the essence in completion of the Project and the County will incur damages if the Project is not completed on time. The Professional shall always carry out its duties and responsibilities as expeditiously as reasonably possible and in accordance with the Project Design Schedule and in accordance with all applicable schedules.

1.2.2 The Professional shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the Project. The Professional shall not confer on any governmental, public, or quasi-public official having any authority or influence over the Project any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised.

1.2.3 The Professional shall not, without the express written permission of the County, (i) engage or recommend to the County engagement of any consultant, trade contractor, subcontractor or supplier to provide services on behalf of the Professional, County or Project in which the Professional has a direct or indirect proprietary or other pecuniary interest; or (ii) call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the Professional or in which any consultant, trade contractor, subcontractor, or supplier of the Professional has a direct or indirect proprietary or other pecuniary interest.

1.2.4 The Professional shall not have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Professional, for any of the foregoing purposes, be deemed the agent of the County.

1.2.5 Professional will have no responsibility for the finding, presence of, handling or exposure of persons to hazardous materials in any form at the project site.

1.3 Professional's Duties.

1.3.1 The Professional shall cooperate and communicate with the County and all other persons or entities required for satisfactory completion of the Project.

1.3.2 When requested to do so by the County, the Professional shall process documents, and provide other reasonably required drawings, services, and certifications, necessary to enable the County to obtain financing or insurance for the Project.

1.3.3 The Professional shall perform all services and prepare all documents in accordance with requirements of governmental agencies having jurisdiction over the Project and shall comply with all applicable laws, statutes, building codes, rules and regulations of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project in effect on the date the documents are delivered to the County.

1.3.4 The Professional shall provide documents to the County for review in accordance with schedule requirements and with sufficient lead time to allow the County reasonable time for review.

1.3.5 The Professional shall process documents and provide other reasonably required documents, services, and personnel necessary to (i) obtain construction and other required approval, permits and Certificates of Occupancy for the Project; and (ii) represent that the Professional's services and work product comply with requirements of governmental agencies having jurisdiction over the Project.

1.3.6 The Professional shall, without additional compensation, immediately make additions, changes, and corrections to any documents prepared by the Professional necessitated by errors and omissions in the Professional's performance of its services.

1.4 Professional's Personnel and Consultants/Subcontractors.

1.4.1 All services rendered by the Professional for the Project shall be performed by or under the immediate supervision of experienced professional(s) licensed and registered in the State of Florida possessing expertise in the discipline of the service being rendered. If the Professional chooses to subcontract or affiliate with another professional entity or organization for all or any portion of the Professional's scope of services, the Professional shall subcontract with a professional firm with the requisite licensure, skill, experience, and expertise to provide the required services. The Professional shall furnish professional services in accordance with the professional standards currently practiced by professional firms on projects similar in size, complexity, and cost to the Project.

1.4.2 The Professional shall retain and compensate any consultant(s)/subcontractor(s) required in connection with the Professional's performance of Required Services. The obligations of the Professional's consultant(s)/subcontractor(s) shall inure to the benefit of the County. The Professional's agreements with its consultant(s)/subcontractor(s) shall require that in the event of default under, or termination of, this Contract for Professional Services, and upon request of the County, the Professional's consultant(s)/subcontractor(s) will perform services for the County.

1.4.3 The Professional shall be responsible for all services performed by the Professional's consultant(s) /subcontractor(s) and shall require that the work of its consultants or subcontractors complies with all the requirements of this Contract for Professional Services. Fees for the Professional's consultant(s)/subcontractor(s) are included in the Professional Contract Price.

1.4.4 The Professional shall name a representative (the “Professional’s Representative”) to serve as the County’s primary communication contact with the Professional.

1.4.5 The Professional shall not employ any consultant or subcontractor or other person against whom the County may have reasonable objection, nor shall Professional be required to employ any consultant or subcontractor against whom it has reasonable objection. Professional shall not make any substitution for any consultant or subcontractor who has been accepted by the County without the County’s approval.

1.4.6 County's disapproval or requirement of removal or replacement of Professional’s employee or consultant or subcontract shall be deemed for lawful reasons if in County’s reasonable judgment, such Professional’s employee or consultant or subcontractor poses a threat or causes harm to the health, welfare, safety or morale of the County or its agencies, personnel, or property.

1.4.7 Professional shall, to the extent allowable under law, be fully responsible for all negligent acts and omissions of its consultant(s)/subconsultant(s) and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it.

1.4.8 Nothing in the Contract Documents shall create any contractual relationship between any consultant(s)/subcontractor(s) and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due to any consultant(s)/subcontractor(s), except as may otherwise be required by law. County may furnish to any consultant(s)/subcontractor(s) to the extent practicable, evidence of amounts paid to Professional on account of specific work done in accordance with this Contract for Professional Services.

1.5 Professional's Records and Public Records Requirements.

1.5.1 The Professional shall, concurrently with performance of its services, prepare substantiating records regarding services rendered.

1.5.2 The Professional shall, for all services performed in connection with this Contract for Professional Services, retain in its records copies of all written communications and any memoranda of verbal communications related to the Project.

1.5.3 Unless otherwise provided, the Professional shall maintain substantiating records for ten (10) years after the date of Final Completion; or for any longer period as may be required by the State of Florida, General Records Schedule GS1-SL for State and Local Government Agencies, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If the Professional receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the Professional shall continue to maintain all Project records until final resolution of the dispute or litigation.

1.5.4 Upon reasonable notice, the Professional shall make its records available during normal business hours to the County or its authorized representative(s). County and its authorized representative(s) shall be entitled to inspect, examine, review, and copy the Professional’s records at the County's reasonable expense, within adequate workspace at the Professional's facilities. Failure by the Professional to supply

substantiating records shall be reason to exclude the related costs from amounts which might otherwise be payable by the County to the Professional pursuant to this Contract for Professional Services.

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

1.5.6 All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the Professional 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 Professional's office or facility. The Professional will maintain the files and papers for not less than ten (10) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the Professional will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the County's Project Manager.

1.5.7 Pursuant to Section 119.0701, Florida Statutes, Professional will comply with the Florida Public Records' laws, and will:

- (i) Keep and maintain public records required by the County to perform the services identified herein.
- (ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Professional does not transfer the records to the County.
- (iv) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the Professional to perform the service. If Professional transfers all public records to the County upon completion of the contract, Professional will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the contract, Professional 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.

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

- (vi) 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.

1.6 Confidential and/or Exempt Information. Professional must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received as part of a solicitation and contract and which are produced by Professional under the contract. Professional agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Upon completion of the work, Professional 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. Professional, upon request, will provide written certification to County that all documents designated as confidential and/or exempt have been returned to County or destroyed; County's failure to request written certification is not a waiver of Professional's responsibilities under this section.

1.7 Contamination Claim and Incident Reporting.

1.7.1 The Professional shall immediately notify the County both orally and in writing of the presence and location of any environmental contamination of the Site of which it becomes aware or reasonably should become aware, including but not limited to Hazardous Substances and petroleum releases.

1.7.2 The Professional shall immediately notify the County both orally and in writing of the details of all incidents of which it becomes aware which adversely affect or have the potential to adversely affect the quality or progress of the Work including, but not limited to, union jurisdictional disputes, accidents, damages to Work, and similar significant occurrences.

1.7.3 The Professional shall immediately notify the County both orally and in writing of any claim of which it becomes aware made by anyone against the County, the Professional, the general contractor/construction manager, or any consultant, trade contractor, subcontractor, or supplier of any of them, with respect to the Project.

1.8 Changes to the Contract.

1.8.1 The Professional understands and agrees that the Contract for Professional Services cannot be changed except as provided herein.

1.8.2 No act, omission, or course of dealing by the parties shall alter the requirement that modifications of the Contract for Professional Services can be accomplished only by written documents signed by the parties.

1.8.3 If the Professional disputes a decision (i) that a change has occurred in its scope of services; (ii) as to whether a change in its scope of services will result in adjustment of its compensation or applicable schedules; or (iii) as to the amount of any adjustment of compensation or applicable schedules, the Professional shall nevertheless continue to provide its services. However, by doing so, the Professional will not prejudice any claim that it may have with respect to that decision.

ARTICLE 2: COUNTY'S RESPONSIBILITIES

2.1 Information.

2.1.1 The County shall provide the Professional with information reasonably necessary to assist the Professional in performing its services, including, if applicable, the Site legal description and any required survey.

2.1.2 If the Project involves an existing structure, the County shall provide the Professional with available as-built and record drawings, plans, specifications and structure system information in the County's possession with respect to such structure.

2.1.3 The County shall provide the Professional with the County's pertinent Project dates and key milestone dates.

2.1.4 The County shall provide the Professional with all written and tangible material in its possession concerning conditions below ground at the Project Site.

2.1.5 Professional will be entitled to rely on the accuracy and completeness of information provided by the County related to the Project; provided, however, that the furnishing of information by the County to the Professional shall not relieve the Professional of the responsibility to evaluate the information provided by the County and to notify the County in writing of any additional information needed or services required from the County for the Professional to perform its services.

2.2 County's General Duties.

2.2.1 The County shall timely compensate the Professional in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

2.2.2 Unless otherwise required to be provided by the Professional in its scope of services, the County shall secure and pay for all Project testing.

2.2.3 The County shall review documents prepared by the Professional in a timely manner and in accordance with schedule requirements. Review by the County shall be solely for the purpose of determining whether such documents are generally consistent with the County's intent. No review of such documents shall relieve the Professional of any of its responsibilities.

2.3 County's Representative. The County shall name a staff member to serve as the Professional's primary communication contact with the County.

ARTICLE 3: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

3.1 Nature and Use of Information. All information, documents, and electronic media furnished by the County to the Professional (i) belong to the County; (ii) are proprietary and confidential to the extent permitted by law; (iii) are furnished solely for use on the County's Project; (iv) shall be kept confidential by the Professional to the extent permitted by law; and (v) shall not be used by the Professional on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance.

3.2 Ownership of Information. The County acknowledges the Professional's construction documents are instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the County upon completion of the work and payment in full of all monies due to the Professional hereunder.

3.3 Disclosure of Information. The Professional shall not disclose any information it receives from the County to any other person or entity except to the extent necessary to allow it to perform its duties under this Contract for Professional Services.

3.4 Non-Publication. Submission or distribution of documents to meet official regulatory requirements or for other required purposes in connection with the Project is not to be construed as publication in derogation of the County's common law copyrights or other reserved rights.

3.5 Confidential and/or Exempt Records. The Project includes building plans, blueprints, drawings, security and fire safety system plans, and/or diagrams which are exempt from disclosure pursuant to Sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Professional must maintain the confidential and/or exempt nature of documents received or generated by Professional related to the Project. Upon completion of the Project, Professional 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. This provision shall survive the termination of this Agreement.

ARTICLE 4: APPLICABLE LAW AND DISPUTE RESOLUTION

4.1 Applicable State Law. This Contract for Professional Services shall be deemed to be entered into in and shall be interpreted under the laws of the State of Florida.

4.2 Court Actions. Except as expressly prohibited by law:

4.2.1 all legal actions hereunder shall be conducted only in state court or federal court districts where the Project is located (Lake County, Florida) and having subject matter jurisdiction over the matter in controversy; except that any final judgment may be enforced in other jurisdictions in any manner provided by law;

4.2.2 the choice of jurisdiction and venue described in the preceding paragraph shall be mandatory and not permissive in nature, thereby precluding the possibility of litigation or trial in any jurisdiction or venue other than that specified herein;

4.2.3 the parties waive any right to assert the doctrine of forum *non conveniens* or to object to venue; and

4.2.4 THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING FROM THIS AGREEMENT, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court.

4.3 Mutual Discussion. In case of any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Contract for Professional Services or the breach thereof, the parties shall first attempt resolution through good faith, mutual discussion.

4.4 Facilitative Mediation. If the parties cannot resolve any dispute, claim, question, or disagreement arising from or relating to the Project or arising out of this Contract for Professional Services or the breach thereof through mutual discussion, as a condition precedent to litigation, the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties.

4.4.1 All parties to a mediation shall promptly provide all other parties to the mediation with copies of essential documentation relevant to the support or defense of the matter being mediated.

4.4.2 The parties shall not be required to mediate for a period greater than ninety (90) calendar days unless otherwise agreed to in writing by the parties. The parties shall share equally any administrative costs and fees of such proceedings, but shall each be responsible for expenses otherwise incurred.

4.4.3 In the event that the statute of limitations would run during the required mediation period, either party may institute litigation to avoid the running of such statute upon the condition that such party immediately seek a stay of such litigation pending the conclusion of the mediation period.

4.4.4 During the course of mediation, any party to the mediation may apply for injunctive relief from any court of competent jurisdiction until the mediation period expires or the dispute is otherwise resolved.

4.4.5 The County, the Professional, the general contractor/construction manager, and any other parties involved in any way in the design or construction of the Project are bound, each to each other, by this requirement to mediate prior to commencement of any litigation, if they have signed this Contract for Professional Services or an agreement that incorporates this Contract for Professional Services by reference or signed any other agreement which binds them to mediate. Each such party agrees that it may be joined as an additional party to a mediation involving other parties under any such agreement. In the case where more than one mediation is begun under any such agreement and any party contends that the mediations are substantially related, the mediations may be conducted by the mediator selected in the first mediation which was commenced.

4.5 Conflicting Dispute Resolution Provisions. Neither party to this Contract for Professional Services shall enter any contract about the Project which directly or indirectly gives the right to resolve any dispute with, involving, or affecting the other to any other person or legal entity which conflicts with the dispute resolution procedures required by this Article.

4.6 Arbitration Preclusion. In case of a dispute relating to the Project, or arising out of this Contract for Professional Services, no party to this Contract for Professional Services shall be required to participate in or be bound by, any arbitration proceedings.

ARTICLE 5: TERMINATION OR SUSPENSION OF CONTRACT

5.1 Professional's Default. If the Professional defaults by failing to substantially perform, in accordance with the terms of this Contract For Professional Services, as determined by the County, the County may give written notice to the Professional (i) terminating this Contract For Professional Services effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Professional initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Professional fails to initiate cure upon the request of the County and continue such cure until complete, the County may give written notice to the Professional of immediate termination. If the County terminates this Contract for Professional Services pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Professional was not in default, then in such event said termination shall be deemed a termination for convenience as set forth in Paragraph 5.2.

5.2 Termination or Suspension for Convenience. The County may at any time give written notice to the Professional terminating this Contract for Professional Services or suspending the Project, in whole or in part, for the County's convenience and without cause. If the County suspends the Project for convenience, the Professional shall immediately reduce its staff, services, and outstanding commitments in order to minimize the cost of suspension or termination.

5.3 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 contract will be terminated immediately upon written notice by the County to the Professional.

5.4 Payment in Case of Termination.

5.4.1 If the Contract for Professional Services is terminated by the County pursuant to Paragraph 5.1, no further payment shall be made to the Professional until completion of the Project. At such time, the Professional's compensation shall, at the County's option, be calculated (i) subject to the last sentence of this subparagraph, based on services performed and expenses actually incurred prior to the effective termination date; or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the Professional's compensation shall be reduced by all costs and damages incurred by the County because of the default of the Professional.

5.4.2 If the Contract for Professional Services is terminated by the County or suspended more than three (3) months by the County, the Professional's compensation shall be calculated based on services performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with termination or suspension.

ARTICLE 6: COUNTY GENERAL TERMS & CONDITIONS

6.1 Truth in Negotiation Certificate. Pursuant to Section 287.055(5)(a), 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, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

6.2 Non-Collusion. Professional, 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 Professional in submitting their bid, the County reserves the right to terminate this Agreement without cost or penalty to the County.

6.3 Prohibition Against Contingent Fees. Pursuant to Section 287.055(6), Florida Statutes, Professional warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Professional 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 Professional, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Conflict of Interest. The Professional 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, the Professional hereby certifies that no officer, agent, or employee of the County has any material interest either directly or indirectly in the business of the Professional 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. Professional shall promptly disclose in writing to County any circumstances that arise during the term of the contract that could reasonably be viewed as an actual, potential, or apparent conflict of interest, and shall take all steps reasonably requested by County to mitigate or eliminate such conflict.

6.5 Disadvantaged Businesses (Projects Utilizing State or Federal Transit Funds). Omitted.

6.6 State Registration Requirements. Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of registration may be required prior to award of a contract. Additional information is available by visiting the Florida Department of State, Division of Corporations

website (<https://dos.fl.gov/sunbiz/>). If Professional claims an exemption from registration, Professional shall provide a written explanation and certification of the exemption claimed to County along with proof Contractor is in good standing in the state in which it is registered.

6.7 Prime Consultant. The Professional will be the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The Professional will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All consultants/subcontractors will be subject to advance review by the County in terms of competency and security concerns. No change in subcontractors may be made without consent of the County. The Professional will be responsible for all insurance, permits, licenses, and related matters for any and all consultants/subcontractors. Even if the consultant/subcontractor is self-insured, the County may require the Professional to provide any insurance certificates required by the work to be performed.

6.8 Subcontracting. Except as may be expressly stipulated in Professional's final negotiated proposal, Professional shall not subcontract any portion of the work without the prior written consent of the County. No change, addition, or substitution of any subcontractor, or material change to the scope of a subcontract, may be made without the County's prior written consent after award of the contract. Subcontracting without the prior consent of the County may result in termination of the contract by County. Approval, review, or oversight by County of any subcontractor, or the County's communication with or direction regarding any subcontractor, shall not relieve or reduce the Professional's obligations or liability for performance, nor create any duty or liability of the County to any subcontractor.

6.9 Integration; Binding Effect; Modification. The Contract for Professional Services represents the entire and integrated agreement between the County and the Professional, and supersedes all prior negotiations, representations, or agreements, either written or oral, for the Project. The Agreement shall be binding on and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Agreement may not be amended, released, discharged, rescinded, or abandoned except by a written instrument duly executed by the parties following County's procurement procedures. The Agreement may only be modified by mutual consent of duly authorized parties through the issuance of a contract modification, change order, purchase order, or formal amendment, as appropriate, but to be effective and binding, the modification must be in writing, executed by the parties in accordance with County policies and signed by an authorized County representative.

6.10 No Additional or Conflicting Terms. County expressly objects to, rejects, and disclaims any and all additional or different terms and conditions proposed or supplied by Professional, regardless of form or timing, including, without limitation, any terms contained in or referenced in any Professional quote; proposal or bid, unless expressly incorporated into this Agreement; invoice; order acknowledgement; packing slip; bill of lading; email; hyperlink; website; online portal; click-through or browswrap page; shrinkwrap or box-top terms; or other communications or documents, whether written, oral, or electronic. Any such additional or different terms referenced in the foregoing are void and of no effect, shall be deemed material and expressly objected to by County, and shall not modify, supplement, or become part this Agreement. The terms and conditions within this Agreement, as mutually agreed to by the parties, . control and govern all goods and services provided by Professional. Any change to, or deviation from, the terms and conditions supplied by County is effective only if set forth in a written amendment or contract modification expressly referencing the contract and signed by authorized representatives of both parties in

accordance with County's purchasing procedures. No other act, usage, course of dealing, course of performance, trade practice, email exchange, or click-through shall modify the contract.

6.11 Waiver. No provision of this Contract for Professional Services may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Contract for Professional Services.

6.12 Strict Compliance. No failure of the County to insist upon strict compliance by the Professional with any provision of this Contract for Professional Services shall operate to release, discharge, modify, change or affect any of the Professional's obligations or the County's right to enforce, each and every provision of the Contract for Professional Services.

6.13 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Contract for Professional Services must, unless terminated by mutual agreement between County and Professional, continue until completion without change to the then current prices, terms, and conditions.

6.14 Non-Exclusivity. It is the intent of County to enter into a contract that will satisfy its needs as described within the solicitation. However, County reserves the absolute right to perform, or cause to be performed, all or any of the work and services described in the manner deemed to represent its best interests. Services not specifically identified but similar in nature may be added to the contract upon execution of a written amendment.

6.15 Retaining Other Contractors. Nothing in this Contract for Professional Services 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 Professional or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Contract for Professional Services.

6.16 Assignment. Professional shall not assign, transfer, or otherwise convey the contract, in whole or in part, or delegate any duty thereunder, including any rights, title or interests, or authority to execute the contract without County's prior written consent, which County may grant, condition, or withhold in its sole discretion. No such consent shall be construed as making the County a party to the assignment or subcontract or subjecting the County to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve Professional of liability and obligations under this Agreement and all transactions with the County must be through Consultant. In the event Professional is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, Professional shall notify the County immediately, and in no case more than thirty (30) days after the effective date of the acquisition. The County shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the County's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the County may result in a material breach of this Agreement and termination by the County or assessment of a processing fee. Any attempted assignment or delegation in violation of this Section is void.

6.17 Standard of Care. The Professional is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. The Professional shall perform its services consistent with the professional skill and care ordinarily provided by architects and engineers practicing in the same or similar locality under the same or similar circumstances. The Professional shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

6.18 Deficiencies in Work. Professional shall without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports or other services due to Professional's negligence or causes within Professional's reasonable control. Any re-performance or revisions shall be made within seven (7) calendar days after such errors or non-conformances are reported by the County, unless additional time is expressly agreed to by County in writing.

If the Professional fails to correct the work within the period specified, the County may, at its discretion, notify the Professional, in writing, that the Professional 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 Professional fails to correct the work within the period specified in the notice, the County may place the Professional in default, obtain the services of another Professional to correct the deficiencies, and charge the incumbent Professional for these costs, either through a deduction from the final payment owed to the Professional or through invoicing. If the Professional fails to honor this invoice or credit memo, the Professional may terminate the contract for default.

6.19 Acceptance of Professional Services. All services and deliverables provided by Professional are subject to County's review, testing, and written approval prior to acceptance. Professional shall provide each deliverable and any related work product in accordance with this Agreement and applicable specifications, acceptance criteria, and milestones (collectively, the "Specifications"). Upon receipt of any deliverable, County will, within a reasonable amount of time, review and test the deliverable for conformity with the Specifications (the "Acceptance Period"). Acceptance shall occur only upon County's express written notice of acceptance. No use, payment, or delay shall constitute or be deemed acceptance absent such written notice. If County determines, in its reasonable discretion, that any service or deliverable fails to conform to the Specifications or otherwise does not meet the agreed-upon standards of quality, performance, completeness, or timeliness, County will provide Professional with notice of rejection specifying the deficiencies. Upon rejection, the deliverable shall be deemed not accepted and Professional shall, at its sole cost and expense and without delay, promptly correct, repair, re-perform, or replace the nonconforming services or deliverables to bring them into full conformity with the Specifications. Professional shall submit the corrected or replacement Deliverable for re-review, which shall trigger a new Acceptance Period. County's review, inspection, testing, or use of any services or deliverables before written acceptance shall not constitute acceptance or a waiver of any rights or remedies. Professional remains responsible for meeting all Specifications and for latent or hidden defects discovered after acceptance in accordance with any applicable warranties and the indemnity provisions of this Agreement.

6.20 Safety. Professional, when performing any field work or job-site related services, shall at all times (a) comply with all applicable federal, state, and local occupational health and safety laws, regulations, and orders; (b) comply with all County, Contractor, and site-specific safety rules, policies, procedures, and orientations communicated to or reasonably inferred by Professional; and (c) follow the lawful directions of the site safety manager or other authorized safety personnel. Professional shall, at its own expense, furnish

and properly use appropriate personal protective equipment (PPE) required by applicable law or site policy for the activities to be performed, which may include, without limitation, hard hats, high-visibility garments, safety footwear, eye and hearing protection, gloves, and respiratory protection as applicable. Professional shall ensure that all PPE is in good condition, properly fitted, and used in accordance with manufacturer instructions and site requirements. Professional is solely responsible for the safety of its personnel and subcontractors performing work under this Agreement

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

6.22 Cleanup. If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner at no additional cost to County. Professional must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the Professional use County cleaning supplies or equipment. Upon final completion, the Professional 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 Professional 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 Professional's final payment. A minimum of \$50.00 to cover County's time for securing services to properly clean and inspect the site will be charged to Contractor for each occurrence.

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

6.24 Certification, Licensure, Permits, and Fees.

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

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

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

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

6.25 Minimum Wage. Professional shall comply with applicable minimum wage requirements for services provided under this Contract for Professional Services 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.

6.26 E-Verify. The Professional 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 persons employed by the Professional during the term of this Agreement to perform employment duties within Lake County; and all persons, including subconsultants, assigned by the Professional to perform work pursuant to this Agreement.

6.27 Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation, or other 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 with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.28 Right to Audit. The County reserves the right to require the Professional to submit to an audit by any auditor of the County's choosing. The Professional shall provide access to all of its records, which relate directly or indirectly to this Contract for Professional Services at its place of business during regular business hours. The Professional shall retain all records pertaining to this Contract for Professional Services 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. The Professional 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 Professional provides technology services, the Professional 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 Professional'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 Professional.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional 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 Professional. Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional'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 Professional. Notwithstanding the foregoing, the Professional shall have the opportunity to dispute the results of any audit prior to the Professional making any reimbursement to the County.

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

6.29 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within fifteen (15) calendar days, after if discovering the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances. County shall not be obligated to grant Professional any increase in compensation due to a force majeure event and shall not be liable to Professional for damages or increased costs; an extension of time shall be Professional's sole remedy. The County may terminate the contract, in whole or in part, if a force majeure event materially impairs performance or frustrates the purpose of the contract, without liability to Professional other than payment for goods or services properly delivered and accepted prior to termination.

6.30 Compliance with Applicable Laws, Regulations, Federal Standards. Contractor shall comply with all federal, state, and local laws, regulations, and standards applicable to provision of the goods and/or services specified in the contract 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), and any successor or analogous regulatory authority.

6.31 Non-Discrimination. During the term of this Agreement Professional assures County that it follows Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that Professional does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against Professional employees or applicants for employment. Professional understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

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

6.33 Public Entity Crimes; Florida Convicted / Suspended Vendor Lists. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor 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.

6.34 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, Professional affirms that it 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.

6.35 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, Professional affirms that it 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.

6.36 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, Professional 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. Professional'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 Professional shall provide the required records within 30 days of the County making such request, or at a later time as agreed to by the Parties.

6.37 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where Professional may have access to personal identifying information, Professional certifies, under penalty of perjury, by entering this agreement that (1) Professional 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 Professional; and (3) Professional 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.

6.38 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.

6.39 Net Zero Policies. Per Section 377.816, Florida Statutes, 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.

6.40 Certification Regarding Scrutinized Companies that Boycott Israel. By executing this Agreement, the Professional hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Professional 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 Professional further understands that any contract with the County for goods or services may be terminated at the option of the County if the Professional 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. Professional further understands that any contract with the County for purchases of \$1 million or more may be terminated at the option of the County if Professional 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.

6.41 Compliance with Human Trafficking Laws.

A. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit Professional, Professional's employees, and its agents from: (1) Engaging in severe forms of trafficking in persons during the period of performance of the contract; (2) Procuring commercial sex acts during the period of performance of the contract; (3) Using forced labor in the performance of the contract; (4) 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; (5) Using misleading or fraudulent practices during the recruitment of employees; (6) Charging

employees or potential employees recruitment fees; (7) Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; (8) Providing or arranging housing that fails to meet the host country housing and safety standards; or (9) Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

B. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. Professional agrees to comply with laws related to human trafficking. Professional has provided the County with a signed affidavit, attached hereto as part of **Appx. B-2** affirming compliance with human trafficking law.

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

6.43 ADA Requirements. Professional 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 Professional 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. Professional shall promptly remediate any nonconformance discovered or reported, at no additional cost to County. This duty to remediate at Professional'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 Professional 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.

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

6.45 Immigration Reform and Control Act. Professional acknowledges that the State of Florida has not "opted out" of 8 USC 1621 and agrees that if Professional is provided a grant of public funds from County, use of said public funds will comply with 8 USC 1621. Professional has provided County with a signed affidavit, attached hereto as part of Exhibit A (Composite) affirming compliance with federal law.

6.46 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”). Professional agrees to comply with laws related to use of public funds for DEI related activities; Professional has provided County with a signed affidavit, attached hereto as part of Exhibit A (Composite) affirming compliance with state law.

6.47 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

6.48 Severability. If any provision of the Contract for Professional Services, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Contract for Professional Services shall remain valid and enforceable as if such invalid or unenforceable provisions were omitted.

6.49 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.

6.50 Third-Party Beneficiaries. This Contract for Professional Services shall inure solely to the benefit of the parties hereto and their successors and assigns, and, except as provided in Subparagraph 1.4.2, nothing contained in this Contract for Professional Services is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third party against either the County or the Professional.

6.51 Survival. All provisions of this Contract for Professional Services which contain continuing obligations shall survive its expiration or termination.

6.52 Counterparts. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

6.53 Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

ARTICLE 7: DAMAGES AND REMEDIES

7.1 Services, Reimbursement, and Deductions. If the Professional fails to perform its duties the Professional shall, without compensation by the County, provide and process all documents, and provide other services, required because of the Professional’s failure to perform; and shall promptly reimburse the County for any costs or damages incurred by the County. The County shall also have the right to deduct from payments to the Professional any costs or damages incurred, or which may be incurred, by the County because of the Professional’s failure to perform.

7.2 General Indemnity. To the fullest extent permitted by law, Professional shall indemnify and hold the County and its agents, officers, commissioners, or employees harmless for any damages resulting from

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

7.3 Intellectual Property Indemnity. To the fullest extent permitted by law, the Professional shall defend, protect, hold harmless, and indemnify the County and the County's Related Parties from and against any and all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants), by whomsoever brought or alleged, for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the County in writing. If the Professional has reason to believe the use of a required design, process or product is an infringement of a patent, the Professional shall be responsible for such loss unless such information is promptly given to the County.

7.4 Non-Exclusivity of County's Remedies. The County's selection of one or more remedies for breach of this Contract for Professional Services shall not limit the County's right to invoke any other remedy available to the County under this Contract for Professional Services or by law.

7.5 Waiver of Damages. The Professional shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any indirect consequential damages. In addition, no claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Professional of its duty to perform or give rise to any right to damages or additional compensation from the County. The Professional's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Professional for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

7.6 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.

ARTICLE 8: PAYMENT TO PROFESSIONAL

8.1 General Invoicing Requirements. Every thirty (30) calendar days during the term of this Contract for Professional Services, the Professional shall submit invoices to the County requesting payment to facilitiesinvoices@lakecountyfl.gov. Each invoice shall contain the County's Project identification, bear the signature of the Professional, and have attached such documentation as may be required by the County. Final invoices must be submitted within ninety (90) days after project completion to insure final payment.

8.1.1 The invoice shall generally itemize or show a breakdown of the various phases or parts of the Professional Contract Price, the value of the various phases or parts, the previously invoiced and approved amounts for payment, and the amount of the current invoice.

8.1.2 The invoice shall also include a certification signed by the Professional stating that the Professional has paid its consultants, subcontractors, and suppliers their proportional share of all previous payments received from the County.

8.1.3 The signature of the Professional on any invoice shall constitute the Professional's certification to the County that (i) the Professional has billed the County for all services rendered by it and any of the Professional's Consultants and subcontractors through the date of the invoice; (ii) as of the date of the invoice, no other outstanding amounts are due from the County to the Professional for services rendered; (iii) the services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract Documents; (iv) that the reimbursable expenses have been reasonably incurred; and (v) that the amount requested is currently due and owing.

8.1.4 By acceptance of the County's payment of an invoiced amount, the Professional releases the County from all claims by the Professional and by Professional's Consultants and subcontractors for Work performed but not invoiced during the period for which payment was received.

8.2 Invoicing Pursuant to Compensation Schedule and Invoicing for Payment of a Fixed Fee. With respect to requests for payment of the Professional Contract Price pursuant to a lump sum fixed fee, the invoice shall, in addition to the invoice requirements contained in Paragraph 8.1 above, at a minimum, (i) state the total fee and expenses amount; and (ii) state the amount due pursuant to the Compensation Schedule.

8.3 Invoicing and Payment of Expenses. Invoices for expenses shall, in addition to the invoice requirements contained in Paragraph 8.1 above, be accompanied by such documentation or support data as the County may require. The Professional shall:

8.3.1 be reimbursed only for the following expenses:

- (i) travel expenses approved in advance by the County in writing;
- (ii) telephone, facsimile, telecopier, postage/express mail charges, and similar communications charges;
- (iii) reproduction and copying expenses, for items more than those included in Required Services; and

- (iv) items approved in advance by the County in writing.

8.3.2 set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and

8.3.3 bill expenses at actual cost or the rate established between the parties and without addition of administrative charge, multiple or surcharge.

8.4 Time For Payment. Payment shall be made in accordance with the Florida Local Government Prompt Payment Act, Article VII, Chapter 218, Florida Statutes.

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

8.6 Correction of Past Payments. All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any payment and shall be corrected and adjusted in the final payment. If any invoice contains a defect or impropriety which would prevent payment by the Payment Date, the County shall notify the Professional in writing of such defect or impropriety. Any disputed amounts determined by the County to be payable to the Professional shall be due thirty (30) calendar days from the date the dispute is resolved.

8.7 Periodic Payments. The County shall make payments to the Professional during each phase of the services based on the value of the services completed by the Professional on that phase. Each such payment shall be based on the County's opinion of the value of the services completed as of the date of the invoice. The Professional may invoice the County when the submittal for a particular design phase is complete. The County shall make payment of a cumulative amount of not more than 95% of the value of that phase. The Professional may invoice the County for the remaining 5% (balance of the value of that phase) when the submittal has been reviewed and approved.

ARTICLE 9: GENERAL INSURANCE REQUIREMENTS

9.1 General Insurance Requirements. Unless otherwise required, each insurance policy except the Professional's professional liability policy:

- (i) shall be issued by an insurance carrier acceptable to County;
- (ii) shall be kept in force throughout performance of the Professional's services and for one (1) year after the end of such performance;
- (iii) shall be an occurrence policy; and
- (iv) shall be evidenced by a certificate of insurance acceptable to the County which provides that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County.

9.2 Professional Liability Insurance Requirements. The Professional's professional liability policy:

- (i) shall be issued by an insurance carrier acceptable to the County;
- (ii) shall be kept in force throughout performance of the Professional's services and for five (5) years after the end of such performance;
- (iii) may be a claims-made policy; and
- (iv) shall be evidenced by a certificate of insurance acceptable to the County which provides that the coverage evidenced thereby shall not be substantially modified or canceled without thirty (30) days' prior written notice to the County.

If any professional liability is canceled or not renewed, any substitute policy shall have a commencement date retroactive to the date upon which the Professional commenced performance of its services under this Contract for Professional Services.

9.3 Certificates of Insurance. Prior to performance of services on the Project, the Professional shall ensure that its required insurance coverage, and that of its consultants is in effect pursuant to this Contract for Professional Services. The Professional agrees that the County shall have no responsibility to verify compliance by the Professional or its consultants, contractors, subcontractors, or suppliers with any insurance requirements. Upon the request of the County, the Professional shall deliver to the County certificates of insurance or copies of policies for all required insurance coverage.

9.4 Effect of Insurance. Compliance with insurance requirements shall not relieve the Professional of any responsibility to indemnify the County for any liability to the County as specified in any other provision of this Contract for Professional Services and the County shall be entitled to pursue any remedy in law or equity if the Professional fails to comply with the contractual provisions of this Contract for Professional Services. Indemnity obligations specified elsewhere in this Contract for Professional Services shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured.

9.5 Priority. Insurance coverage (including any deductible or self-insured retention) required from persons or entities other than the County or the County's Related Parties shall be deemed primary to any coverage provided by the County or the County's Related Parties.

9.6 Property Damage Disclaimer. The County shall not be liable, and shall provide no insurance, for any loss or damage incurred by the Professional or its consultants, or by their agents and employees, to tools, machinery, equipment, and other property owned by them, regardless of whether such losses are insured by them. The Professional hereby releases and discharges the County and its Related Parties of and from all liability to the Professional, and to anyone claiming by, through or under the Professional, by subrogation or otherwise, on account of any loss or damage to such tools, machinery, equipment or other property, however caused.

ARTICLE 10: DEFINITIONS

When one of the following capitalized words, terms or phrases is used in this contract, it shall be interpreted or construed first as defined below, second according to its generally accepted meaning in the construction industry, and third according to its common and customary usage.

Budgeted Total Project Construction Cost. The budget for the project established by the County.

Construction Contract Price: The dollar amount for which a general contractor/construction manager agrees to perform the Work set forth in a Contract for Construction.

Construction Documents: Plans, specifications, change orders, revisions, addenda, and other information which set forth in detail the Work.

Construction Schedule: The timetable which sets forth pertinent dates for timely completion of the Work.

Contract for Construction: A written agreement between the County and a general contractor/construction manager for provision of goods, products, materials, equipment, systems, management, supervision, labor, and services required to construct all or part of a Project.

Contract for Professional Services: A written agreement between the County and a Professional for provision of services and related items required to design or engineer all or part of a Project.

Declaration of Substantial Completion: Document declaring the Work substantially complete and suitable for occupancy or beneficial use by the County.

Final Completion: The stage of construction when the Work has been completed in accordance with the Contract for Construction and the County has received all documents and items necessary for closeout of the Work.

Hazardous Substances: The term "Hazardous Substance" shall have the same meaning and definition as set forth in the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "CERCLA") and any corresponding state or local law or regulation, and shall also include: (i) any Pollutant or Contaminant as those terms are defined in CERCLA; (ii) any Solid Waste or Hazardous Constituent as those terms are defined by, or are otherwise identified by, the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6901 *et seq.*, and regulations promulgated thereunder (collectively "RCRA") and any corresponding state or local law or regulation; (iii) crude oil, petroleum and fractions of distillates thereof; (iv) any other material, substance or chemical defined, characterized or regulated as toxic or hazardous under any applicable law, regulation, ordinance, directive or ruling; and (v) any infectious or medical waste as defined by any applicable federal or state laws or regulations.

County's Related Parties: Any parent, subsidiary or affiliated entities of the County, including the respective officers, trustees, office holders, directors, shareholders, partners, and employees of each.

Professional: An entity, including but not limited to an architect, engineer, or specialty consultant, engaged directly by the County to provide design or engineering services.

Project: A planned construction undertaking as more specifically described immediately preceding the recitals in Chapter 1 of a Contract for Professional Services or in a Contract For Construction.

Project Design Schedule: The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents, and related activities.

Site: The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

Substantial Completion: The stage of construction when the County can occupy or beneficially use satisfactorily completed Work for its intended purpose as provided for in Attachment 1 to Chapter 2.

Total Project Construction Cost: The total cost to the County to complete construction of the Project, including, without limitation, the Work, the cost of utilities, the cost of fees for permits and licenses, and modifications necessitated by local conditions.

Work: Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the Project, or some portion thereof, whether or not incorporated or to be incorporated into the Project; provided, however, that Work does not include performance of pre-construction services by a Construction Manager.