

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA,
AND OM ENGINEERING SERVICES, INC,
FOR ON-CALL CIVIL ENGINEERING SERVICES
RSQ # 24-432E**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the "COUNTY") and OM Engineering Services, Inc., a Florida for-profit corporation, its successors and assigns ("CONSULTANT"), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualification (RSQ) #24-432 for procurement of professional services under the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and,

WHEREAS, COUNTY sought through RSQ #24-432 firms or individuals qualified to provide on-call civil engineering services for the COUNTY; and

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

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

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

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. **Purpose.** The purpose of this Agreement is for CONSULTANT to provide on-call civil engineering services for assigned tasks related, but not limited to civil engineering design services related to roads, intersections, sidewalks, stormwater, parks, site development, and buildings, to COUNTY based on individual task orders ("Service").
3. **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide on-call civil engineering services for the COUNTY, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

4. **Term.**

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

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

5. **Task Orders.** CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific project scope agreed to by the Parties by way of a task order. **ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.** It is understood that the project scope may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the County's Purchasing Policies and Procedures.

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

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

8. **Consultant Personnel.**

A. **Key Personnel.** CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 24-432, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of

CONSULTANT'S Key Personnel, Subconsultants, and Joint Ventures under this Agreement are attached hereto and incorporated herein as **Exhibit C**. If personnel are substituted utilizing the services of subconsultant entities not included in CONSULTANT'S proposal, restrictions related to subcontracting in **Paragraph 18** of this Agreement shall apply to CONSULTANT'S replacement.

B. CONSULTANT will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

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

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

9. Pricing. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**. Agreement prices will prevail for the full duration of the Agreement. Pricing for each project assigned by the COUNTY to CONSULTANT shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in CONSULTANT'S Pricing Schedule in effect at the time a Task Order is issued. The personnel needed for each individual project shall be determined through the Task Order. Upon reviewing the project specific scope, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses. **All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, will be considered part of overhead and will be included in CONSULTANT'S hourly labor rate. There will not be a charge less than \$25.00 showing on an invoice.**

10. Invoicing and Payment.

A. CONSULTANT shall submit an accurate invoice to COUNTY Using Department as designated in each specific task order issued for Services under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. The CONSULTANT will be assigned work by task order and each task order will be assigned a single identification number for billing purposes. The invoices must reflect the type of service provided to the COUNTY and must include: the contract number; task or purchase order number; date and location of delivery or service; confirmation

of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Failure to submit invoices in the prescribed manner will delay payment.

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

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

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

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

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

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

12. COUNTY Responsibilities.

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

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

C. Project Manager. COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will

decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Scope of Services, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

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

13. Termination.

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

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

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

14. Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

15. Licenses and Permits. CONSULTANT shall remain appropriately licensed throughout the course of the service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. Failure to maintain all required licenses

will entitle the COUNTY to terminate this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

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

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

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

19. Insurance.

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

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

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

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

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

Combined Single Limit.....	\$1,000,000
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3. Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.).

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

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

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

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be listed as additional insured as their interest may appear on all applicable policies. Certificate(s) of insurance must identify the RSQ number in the Description of Operations section on the Certificate.

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

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

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

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

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

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

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

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

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

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

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

described in this paragraph or be deemed to affect the rights, privileges, and immunities of the COUNTY as set forth in Section 768.28, Florida Statutes.

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

23. Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

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

25. Claims and Disputes.

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

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

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

expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

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

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

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

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

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

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

28. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and

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

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

30. Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

31. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than five (5) complete calendar years after the Service has been completed or terminated, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

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

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if CONSULTANT does not transfer the records to the COUNTY.

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

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

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

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GSI-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received or prepared as part of any task order issued authorizing work under this Agreement. Upon completion of each task order, CONSULTANT will return to COUNTY all confidential and/or exempt project documents, including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

32. Right to Audit.

A. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

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

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

33. Certification Regarding Scrutinized Companies that Boycott Israel. By executing this Agreement, the CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any agreement with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

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

A. Engaging in severe forms of trafficking in persons during the period of performance of the Agreement;

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

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

36. **Public Entity Crimes.** As provided by Section 287.133, Florida Statutes, person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

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

40. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONSULTANT shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

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

42. 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.

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

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

45. **Civil Rights Act.** During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT'S employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Executed Title VI Non-Discrimination Assurances are attached hereto as **Exhibit D** and incorporated herein.

46. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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

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

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

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

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

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

53. **Fraud, Misrepresentation, and Material Misstatements.** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

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

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

56. **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.

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

58. **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.

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

If to CONSULTANT:

OM Engineering Services, Inc.
621 East Washington Street, Suite 8
Orlando, Florida 32801

If to COUNTY:

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

With a Copy to:

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

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

60. Scope of Agreement: This Agreement is intended by the Parties hereto to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications.

This Agreement contains the following exhibits, all of which are incorporated into this Agreement:

- Exhibit A (Composite).....Scope of Services, Addendum, and Submittal Form (6 pages).
- Exhibit BPricing Schedule 18 pages).
- Exhibit CConsultant’s Key Personnel, Subconsultants, and Joint Ventures (1 page).

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

CONSULTANT

OM ENGINEERING SERVICES, INC.




Nimesh Bhavsar, President
License: 56861

This 13th day of September, 2024.

COUNTY

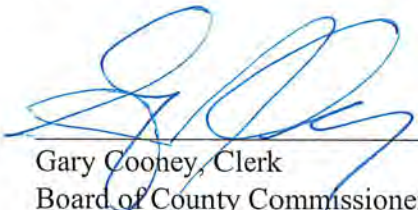
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Kirby Smith, Chairman

This 22nd day of October, 2024.

ATTEST:



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



Approved as to form and legality:

M. Marsh 10/22/24

Melanie Marsh
County Attorney

ON-CALL CIVIL ENGINEERING SERVICES**1.0 SCOPE OF SERVICES**

- 1.1 Provide civil engineering services for assigned tasks related to but not limited to County road design, intersection design, sidewalk design, stormwater design, park design, site design, and buildings.
- 1.2 Any project contracted for feasibility, other study, a schematic, or preliminary design shall not include the right to extend the Consultant's scope of services to include full design and construction period services. However, the Consultant will not be prohibited from participating in a competitive negotiation procurement for such services.
- 1.3 Provide a knowledgeable working relationship with the Florida Department of Environmental Protection, St. Johns River Water Management District, Florida Department of Transportation, and other Florida regulatory agencies.
- 1.4 Pre-design Development Services to include but not be limited to:
 - 1.4.1 Investigations and valuations;
 - 1.4.2 Inspections, explorations, surveys, testing, or other services concerning the collection, analysis, evaluation, and interpretation of data leading to specialized conclusions and recommendations;
 - 1.4.3 Feasibility studies on proposed projects, including studies of client's needs, analyses of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies, and site locations studies;
 - 1.4.4 Collecting utility data such as provider, distribution size, availability, and location;
 - 1.4.5 Development of preliminary design reports, including outline specifications, preliminary cost estimates, and similar related efforts;
 - 1.4.6 Schematic to design development for site, building projects, park projects, roadway projects, stormwater projects, sidewalk projects, and intersection projects;
 - 1.4.7 Develop land management plans;
 - 1.4.8 Any other preliminary engineering efforts including public meeting support.
- 1.5 Detailed Design Services to Meet Applicable Permitting Requirements to include but not be limited to:
 - 1.5.1 Furnishing expertise, labor, and resources in preparing complete code compliant civil, landscaping/irrigation, and electrical drawings for roadway, intersection, stormwater, sidewalk, site or building projects, resolving detailed problems, selecting equipment, and developing specifications;
 - 1.5.2 Coordinating engineers and/or other design services groups;
 - 1.5.3 Preparing detailed calculations, design drawings, specifications and contract documents;
 - 1.5.4 Preparing or collaborating with others responsible for preparing estimates of the cost of the work;
 - 1.5.5 Designing of roadway, intersection, stormwater, geotechnical, sidewalk, guardrail, trail and similar improvements;

ON-CALL CIVIL ENGINEERING SERVICES

- 1.5.6 Providing maintenance of traffic plans (MOT);
- 1.5.7 Providing prompt assistance and advice to the County to resolve design and/or permitting requirements, discrepancies, and/or clarifications;
- 1.5.8 Preparing permit applications and following through on submittal. (Road, drainage, environmental permitting, etc.);
- 1.5.9 Presenting/providing public meeting support;
- 1.5.10 Providing inspection and as-build Certifications;
- 1.5.11 Providing structural engineering services for buildings, traffic signals, sign poles, retaining walls, and similar services.

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

SOLICITATION: Civil Engineering Services, On-Call

02/12/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. For Attachment 3, Reference Form, I'd like to use continuing contracts we currently have. For brevity, is it acceptable to just put "Continuing Contract" for Project Name and Project Cost, and then list the Projects for the Scope of Project?

R1. This would be acceptable.

Q2. Is the County looking for a team that can provide all of the services in the scope?

R2. Yes.

Q3. How many firms will the County select for this contract?

R3. See RSQ Section 5.0, C, Evaluation Process.

Q4. What are the names of the selection committee members?

R4. Selection committee members will encompass various offices that normally utilize this type of contract.

ACKNOWLEDGEMENT

Firm Name: OM Engineering Services, Inc.

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

Signature of Legal Representative Submitting this Bid: *Nimesh Bhavsar*

Date: 2/21/2024

Print Name: Nimesh Bhavsar

Title: President

Primary E-mail Address: Nimesh@omengineer.com

Secondary E-mail Address: Click or tap here to enter text.

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

1.0 TERM OF CONTRACT

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

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

2.0 PAYMENT

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

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

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

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

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

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

4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

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

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

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

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Asian-American Choose an item.
and enter OSD Certification Number P05000112910
and enter effective date 11/3/2023 to date 11/3/2025

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate 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.

9.0 FEDERAL FUNDING REQUIREMENT – Not applicable.**10.0 RECIPROCAL VENDOR PREFERENCE – N/A****11.0 GENERAL VENDOR INFORMATION**

Firm Name: OM Engineering Services, Inc.

Street Address: 621 E. Washington St, STE 8

City: Orlando State and ZIP Code: Orlando, Florida 32801

Mailing Address (if different): Click or tap here to enter text.

Telephone: (407) 704-7815 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 42-1677099

12.0 SUBMITTAL SIGNATURE

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

Name of Legal Representative Submitting this Proposal: *Nimesh Bhavsar*

Date: 2/15/2024

Print Name: Nimesh Bhavsar

Title: President

Primary E-mail Address: nimesh@omengineer.com

Secondary E-mail Address: Rbobletz@omengineer.com

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

[The remainder of this page is intentionally blank]

EXHIBIT B



**OM ENGINEERING
SERVICES, INC.**
Civil • Structural • Inspections

OM Engineering Rates - Lake County - 2024 / 2025

Position	Hourly Rates
President	\$200.00
Senior Engineer	\$180.00
Construction Manager	\$160.00
Project Engineer	\$135.00
Junior Engineer	\$115.00
Construction Engineer	\$90.00
Engineer Tech I	\$95.00
Engineer Tech II	\$105.00
Senior CADD	\$105.00
CADD	\$90.00
Senior Inspector	\$120.00
Inspector	\$100.00
GIS Support	\$95.00
Administrator	\$65.00

621 E Washington St Suite 8 - Orlando, Florida 32801
Phone: 407-704-7815 • Fax: 407-704-7816 • www.omengineer.com

The following pages have the rates associated with our sub-consultants. We also reserve the right to add additional sub-consultants that would be in the best interest of the county for task order projects.

2024-2025 SSMC Standard Rate Sheet

Surveying and Mapping Services

Category	Day Rate	Night / Weekend Rates
Professional Surveyor & Mapper/PSM	\$ 199.00	
Project Surveyor	\$ 177.00	
Expert Witness	\$ 360.00	
Senior Technician	\$ 133.00	
CAD Technician	\$ 118.00	
Clerical	\$ 79.00	\$ 118.00
One Person Field Crew	\$ 133.00	
Two Person Field Crew	\$ 178.00	\$ 267.00
Three Person Field Crew	\$ 233.00	\$ 350.00
Four Person Field Crew	\$ 289.00	\$ 433.00
Sketch of Descriptions (per SD)	\$ 676.00	
Residential Elevation Certificate	\$ 925.00	
Commercial Elevation Certificate (per bldg.)	\$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	\$ 1,150.00	
Initial and Second Plat Review (over two sheets)	\$ 200.00	
Plat (Third or additional reviews of same plat)	\$ 450.00	

LiDAR/UAV

Category	Day Rate	Night / Weekend Rates
LiDAR Technician	\$ 133.00	
LiDAR Project Manager	\$ 177.00	
LiDAR One Person Field Crew	\$ 155.00	
LiDAR Two Person Field Crew	\$ 204.00	
Clerical	\$ 79.00	\$ 118.00
UAS/UAV Photogrammetry Crew	\$ 268.00	
Mobile Scan Crew	\$ 268.00	

Construction Services

Category	Day Rate	Night / Weekend Rates
Construction Professional Surveyor & Mapper	\$ 203.00	
Construction Project Manager	\$ 203.00	
Construction Senior Technician	\$ 153.00	
Construction CAD Technician	\$ 136.00	
Clerical	\$ 79.00	\$ 118.00
Construction One Person Field Crew	\$ 153.00	
Construction Two Person Field Crew	\$ 204.00	\$ 306.00
Construction Three Person Field Crew	\$ 268.00	\$ 402.00
Construction Four Person Field Crew	\$ 332.00	\$ 498.00

GIS Services

Category	Day Rate	Night / Weekend Rates
Professional Engineer	\$ 213.00	
GIS Project Manager	\$ 177.00	
GIS Analyst	\$ 119.00	
GIS Technician	\$ 79.00	
Clerical	\$ 79.00	\$ 118.00
Two Person GIS Crew	\$ 178.00	
One Person GIS Crew	\$ 133.00	

Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rates
Project Manager	\$ 177.00	\$ 265.00
Senior Technician	\$ 133.00	\$ 200.00
Clerical	\$ 79.00	\$ 118.00
One Person Crew	\$ 178.00	\$ 267.00
Two Person Crew	\$ 216.00	\$ 324.00
Three Person Crew	\$ 301.00	\$ 451.00
Vacuum Excavation (Per Test Hole)		
1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	\$ 616.00	\$ 924.00
4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00	\$ 1,148.00
One Person Concrete Radar Mapping/Imaging	\$ 217.00	\$ 336.00
Temporary Traffic Control (TTC)		
Per Lane Closure	\$ 1,013.00	\$ 1,231.00
Sidewalk Closure	\$ 500.00	\$ 600.00
Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
Mast Arms (Per Location)		
Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
Concrete/Asphalt Removal & Repair	\$ 436.00	
Survey Staking of Pole Location	\$ 431.00	

Miscellaneous Services

Per Diem/Lodging Expenses		
Category	Day Rate	Night / Weekend Rates
Per Day Two Person Crew	\$ 395.00	
Per Day Three Person Crew	\$ 595.00	



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
I. FIELD INVESTIGATION		
Mobilization of Men and Equipment		
Truck-Mounted Equipment	Trip	\$ 350.00
Specialized ATV/Mudbug	Trip	\$ 775.00
Track Mounted Equipment, D-50	Trip	\$ 3,110.00
Support Vehicle	Trip	\$ 182.00
Barge-Mounted (Amphibious) Equipment	Mobilization	\$ 8,500.00
Safety Boat	Day	\$ 450.00
Barge Rental	Day	\$ 3,500.00
Standard Penetration Test Borings (By Truck-Mounted Equipment)		
Land: 0 - 50 ft depth	L.F.	\$ 13.50
50 - 100 ft depth	L.F.	\$ 17.50
100 - 150 ft depth	L.F.	\$ 29.50
Standard Penetration Test Borings (By ATV/Mudbug)		
Land: 0 - 50 ft depth	L.F.	\$ 13.50
50 - 100 ft depth	L.F.	\$ 17.25
100 - 150 ft depth	L.F.	\$ 30.00
Standard Penetration Test Borings (By Track-Mounted)		
Land: 0 - 50 ft depth	L.F.	\$ 15.00
50 - 100 ft depth	L.F.	\$ 25.00
100 - 150 ft depth	L.F.	\$ 35.00
Standard Penetration Test Borings (By Barge-Mounted Equipment)		
Land: 0 - 50 ft depth	L.F.	\$ 20.00
50 - 100 ft depth	L.F.	\$ 25.00
100 - 150 ft depth	L.F.	\$ 50.00
Grout-Seal Boreholes		
Land: 0 - 50 ft depth	L.F.	\$ 5.00
50 - 100 ft depth	L.F.	\$ 6.00
100 - 150 ft depth	L.F.	\$ 8.00
Casing Allowance		
Land: 0 - 50 ft depth	L.F.	\$ 9.00
50 - 100 ft depth	L.F.	\$ 10.00
100 - 150 ft depth	L.F.	\$ 12.00



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
Rock Coring (Structures)		
0 - 50 ft deep	L.F.	\$ 43.00
50 - 100 ft deep	L.F.	\$ 50.00
Field Permeability Tests	Test	\$ 300.00
Flagmen & Barricades (2 man crew)	Day	\$ 890.00
Florida Patrolmen (Traffic Control)	Hour	\$ 52.00
Arrow Rental Sign	Day	\$ 85.00
Variable Message Board	Day	\$ 205.00
Auger Borings (Roadway)	L.F.	\$ 12.00
Extra Split Spoon Samples	Each	\$ 65.00
2-Inch Piezometer Installation	L.F.	\$ 55.00
Site Clearing to Access Borings	Hour	\$ 250.00
Use of Rubber Tired Clearing Equipment	Day	\$ 600.00
Standby/Decontamination (Drill Rig & Crew)	Hour	\$ 200.00
EDR Report	Each	\$ 500.00
Handheld GPS	Per Day	\$ 75.00
Hand Muck Probes (2-man crew)	Day	\$ 950.00
Thin Walled Shelby Tube Samples (Land)	Each	\$ 200.00
Double Ring Infiltration Test	Test	\$ 500.00
Organic Vapor Analyzer (OVA)	Day	\$ 150.00
Pavement Cores, Asphalt	Each	\$ 120.00
Pavement Cores, Concrete	Each	\$ 140.00
Ground Penetrating Radar - Subsurface	Day	\$ 3,000.00



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
Ground Penetrating Radar - Concrete	Day	\$ 1,800.00
Concrete Cores in Bridge Supports	Each	\$ 280.00
Pile Driving Analyzer (PDA)	Day	\$ 2,650.00
In-place Density Tests (minimum 4 per trip)	Each	\$ 29.00
Vibration/Sound Monitoring	Day	\$ 750.00
II. LABORATORY TESTING		
A. CONCRETE		
Concrete Core Compression	Test	\$ 65.00
Chloride Testing	Test	\$ 220.00
Petrographic Testing (basic)	Test	\$ 1,400.00
Masonry Block Testing - Absorption	Each	\$ 95.00
Masonry Block Testing - Compressive Strength (hollow)	Each	\$ 75.00
Concrete Compressive Strength	Per Cylinder	\$ 20.00
Grout Prism Testing	Per Set	\$ 85.00
2x2 Cube - Compressive Strength	Per Set	\$ 70.00
Concrete Core Compressive Strength Includes Trimming & Capping	Each	\$ 65.00
Flexural Strength	Each	\$ 75.00
B. ASPHALT		
Bitumen Extraction	Test	\$ 120.00
Bitumen Gradation	Test	\$ 90.00
Rice Specific Gravity	Each	\$ 95.00



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
Laboratory Thickness and Density of Extracted Asphalt Cores	Each	\$ 38.00
C. SOILS		
Standard Proctor (ASTM D698)	Test	\$ 100.00
Modified Proctor (ASTM D1557)	Test	\$ 110.00
Visual Examination/Stratify 1 set = 5 feet	Per Set	\$ 8.00
Natural Moisture Content Tests	Test	\$ 10.00
Grain-Size Analysis - Full Gradation	Test	\$ 70.00
Grain-Size Analysis - Single Sieve	Test	\$ 40.00
Organic Content Tests	Test	\$ 40.00
PH Tests	Test	\$ 35.00
Atterberg Limit Tests	Test	\$ 85.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Per Set	\$ 300.00
Unit Weight Determination	Test	\$ 55.00
a) Consolidation Tests	Test	\$ 450.00
b) Each additional load increment above 4TSF	Each	\$ 30.00
Specific Gravity - Aggregate	Test	\$ 70.00
Triaxial Shear Tests (3 Points)	Test	\$ 650.00
Rock Compression Test	Test	\$ 150.00
Split Tension Test	Test	\$ 130.00
LBR Test	Test	\$ 295.00



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
Fines Content	Test	\$ 45.00
Extrusion of UD	Test	\$ 30.00
D. ENVIRONMENTAL		
Field Sampling Kit (soil), per day	Day	\$ 26.00
Field Survey Kit (water), per day	Day	\$ 77.00
Power Auger Boring (includes steam cleaning to a depth of 25 feet)	Foot	\$ 13.50
BTEX and MTBE (Method 8021)	Each	\$ 99.00
Organochlorine Pesticides (Method 8081)	Each	\$ 110.00
Organophosphorus Pesticides (Method 8141)	Each	\$ 132.00
Chlorinated Herbicides (Method 8151)	Each	\$ 143.00
Volatile Organics (Method 8260)	Each	\$ 125.00
Semi-Volatiles (Method 8270 BTEX)	Each	\$ 125.00
Polyaromatic Hydrocarbons (Method 8310)	Each	\$ 110.00
TPH Method FL-Pro	Each	\$ 88.00
RCRA Metals (Method 6010/7471)	Each	\$ 88.00
Arsenic (Method 6010/7471)	Each	\$ 17.50
SPLP/TCLP Metals	Each	\$ 198.00
Asbestos Samples	Each	\$ 25.00
Total Phosphorous	Each	\$ 40.00
Total Nitrogen	Each	\$ 40.00
Fecal Coliforms	Each	\$ 125.00
III. FACILITIES SERVICES		



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
Water Leakage Field Check		
AAMA 501.2 Diagnostic Water Leakage Field Check (maximum 25' by 1-story)	per day	\$ 950.00
ASTM D5957 Flood Testing Horizontal Waterproofing Installations (per roof area)	per sq ft	\$ 3.00
Chambered Water Penetration Testing		
ASTM E1105 Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls (maximum 10' x 10' test area)	each	\$ 500.00
ASTM E1646 Water Penetration of Exterior Metal Roof Panel Systems (maximum 10' x 10' test area)	each	\$ 500.00
ASTM C1601 Field Determination of Water Penetration of Masonry Wall Surfaces (maximum 10' x 10' test area)	each	\$ 500.00
Chambered Air Infiltration Testing		
ASTM E783 Field Measurement of Air Leakage Through Installed Exterior Windows and Doors (maximum 10' x 10' test area)	each	\$ 400.00
ASTM E1680 Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems (maximum 10' x 10' test area)	each	\$ 400.00
Air Leakage Testing		
ASTM E1186 Air Leakage Site Detection in Building Envelopes and Air Barrier Systems - Bubble Gun	per day	\$ 1,000.00
ASTM E741 Determining Air Change by Means of a Tracer Gas Dilution	per day	\$ 1,000.00
ASTM E779 Determining Air Leakage Rate by Fan Pressurization	per sq ft	\$ 0.55



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
ASTM E1827 Determining Airtightness of Buildings Using Orifice Blower Door	per sq ft	\$ 0.55
Flooring Preparation		
ANSI/NFSI B101 Walkway Surface Auditing Procedure for the Measurement of Walkway Slip Resistance	each	\$ 135.00
ASTM E1155 Determining FF Floor Flatness and FL Floor Levelness Numbers	per day	\$ 650.00
ASTM F710 Preparing Concrete Floors to Receive Resilient Flooring (Alkalinity Testing) (3 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	\$ 45.00
ASTM F1869 Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride (3 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	\$ 55.00
ASTM F2170 Determining Relative Humidity in Concrete Floor Slabs Using in-situ Probes (3 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	\$ 65.00
Adhesion Testing		
ASTM C1401 Structural Sealant Glazing (10 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	\$ 25.00
ASTM C1521 Evaluating Adhesion of Installed Weatherproofing Sealant Joints (10 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	\$ 25.00
ASTM C1736 Non-destructive Evaluation of Adhesion of Installed Weatherproofing Sealant Joints Using a Rolling Device (10 per 1st 1,000 sq. ft. 1 per additional 1,000 sq. ft.)	each	\$ 25.00
ASTM D3359 Rating Adhesion by Tape Test	each	\$ 25.00
ASTM D4541/D7234 Pull-off Strength of Coatings Using Portable Adhesion Testers	per area	\$ 350.00



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
Coating Thickness Field Check		
ASTM E2924 Intumescent Coatings	each member	\$ 155.00
ASTM B499 Measurement of Coating Thickness by Magnetic Method: Nonmagnetic Coatings on Magnetic Metals	each area	\$ 155.00
ASTM D6132 Nondestructive Measurement of Dry Film Thickness of Applied Organic Coatings Using an Ultrasonic Gauge	each area	\$ 155.00
Load Testing		
TAS 124-11 Test Procedure for Field Uplift Resistance of Existing Membrane Roof Systems	each	\$ 575.00
TAS 105-98 Test Procedure for Field Withdraw Resistance Testing	each	\$ 55.00
ASTM E196 Gravity Load Testing of Floors and Low-Slope Roofs	each	\$ 450.00
ASTM E455 Static Load Testing of Framed Floor or Roof Diaphragm Constructions	each	\$ 325.00
ASTM E2359 Field Pull Testing of In-place EIFS Clad Wall Assembly	each	\$ 740.00
ASTM E3121 Field Testing of Anchors in Concrete or Masonry	each	\$ 275.00
ASTM C1583 Tensile Strength of Concrete Surfaces and Bond Strength by Direct Tension	each	\$ 325.00
ANSI/SPRI FX-1 Field Test Procedure for Determining Withdraw Resistance of Roofing Fasteners	each	\$ 55.00
ANSI/SPRI IA-1 Field Test Procedure for Determining Uplift Resistance of Insulation	each	\$ 575.00



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
Fall Arrest Anchor Load Testing - Comply with OSHA and ASSE	each	\$ 325.00
Evaluations and Quality Assurance		
Building Envelope Evaluation with Aerial Drone	per day	\$ 1,200.00
GPR Concrete Reinforcement Location	per day	\$ 1,200.00
Thermography moisture survey	for 1st 50,000 sq ft	\$ 1,200.00
Water Intrusion Investigation	per day	\$ 950.00
Pre/Post Construction Property Condition Assessments	per every 3,000 sq ft	\$ 1,500.00
ADA Compliance Assessment	per day	\$ 950.00
Vibration/Noise Monitoring	per day	\$ 650.00
IV. ENGINEERING AND TECHNICAL SERVICES		
Project Manager	Hour	\$ 175.00
Senior Engineer	Hour	\$ 220.00
Building Envelope Inspector	Hour	\$ 105.00
Project Engineer	Hour	\$ 110.00
Staff Engineer	Hour	\$ 95.00
Project Administrator	Hour	\$ 120.00
Computer Technician	Hour	\$ 80.00
Asphalt Plant Inspector Level I	Hour	\$ 75.00
Asphalt Plant Inspector Level II	Hour	\$ 79.00
Asphalt Roadway Inspector Level I	Hour	\$ 75.00
Asphalt Roadway Inspector Level II	Hour	\$ 79.00



Tierra, Inc. Fee Schedule
RSQ Number 24-432

	Unit	Unit Price
CTQP Drilled Shaft Inspector	Hour	\$ 79.00
CTQP Pile Driving Inspector	Hour	\$ 79.00
Certified Welding Inspector (CWI)	Hour	\$ 105.00
Ultrasonic Welding Inspector (UT, MT, PT)	Hour	\$ 130.00
Sr Engineering Technician	Hour	\$ 75.00
Engineering Technician	Hour	\$ 60.00
Secretary/Clerical	Hour	\$ 60.00
V. MISCELLANEOUS		
Maintenance of Traffic		
Attenuator (crash truck with operator)	Day	\$ 1,800.00
Arrow Board (with support truck)	Day	\$ 820.00
Variable Message Board	Day	\$ 80.00
Flagging Crew	Day	\$ 920.00
Turbidity Testing	Day	\$ 700.00
Turbidity Testing	Per 1/2 Day	\$ 400.00





April 16, 2024

OM Engineering

Attn: Nimesh Bhavsar, P.E.

RE: Loaded Billing Rate

Classification: Community Outreach Specialist Sr. \$105.00

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Diane Hackney

Diane Hackney
Director of Contract Management
813-239-7725
Diane.Hackney@QCAusa.com



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corporate@QCAusa.com



866.662.6273



17220 Camelot Ct,
Land O' Lakes, FL 34638



american environmental consulting

AEC Hourly Billing Rates 2024

Position	Hourly Rate
Principal	\$175
Senior Environmental Scientist	\$150
Senior Hydrogeologist	\$150
Environmental Scientist	\$85
Senior Environmental Technician	\$100
Environmental Technician	\$75
GIS Analyst	\$100
CADD Technician	\$65

Exhibit A



Labor Classifications	2024 Hourly Rates	UOM
Principal	\$210.00	per hour
QDMA Certified Land Inspector	\$165.00	per hour
Florida Certified Broadcast Burn Boss	\$195.00	per hour
Florida Certified Pile Burn Boss	\$195.00	per hour
Senior Wildlife Biologist	\$185.00	per hour
Senior Botanist	\$175.00	per hour
Senior Wetland Scientist	\$185.00	per hour
GIS Manager	\$165.00	per hour
Certified Herbicide Applicator	\$235.00	per hour
Specialized Equipment Operator	\$150.00	per hour
Wetland Scientist	\$105.00	per hour
Wildlife Biologist	\$95.00	per hour
Botanist	\$85.00	per hour
Fire Crew Member (\$130/190)	\$110.00	per hour
Environmental Technician II	\$95.00	per hour
Environmental Technician I	\$75.00	per hour
Laborer-Chain Saw Crew (\$130/190)	\$77.50	per hour
Laborer- Herbicide Crew	\$90.00	per hour
Tractor/Dozer Operator	\$75.00	per hour
Backhoe Operator	\$75.00	per hour

Reimbursables	2024 Rates	UOM
Mileage	\$0.75	per mile
Meter Accuracy GPS	\$1,800.00	per day
Sub-Meter Accuracy GPS	\$2,500.00	per day
Per Diem	\$145.00	per night
Black & White Copies	\$0.25	per page
Color Copies	\$1.95	per page
Oversized Plotted Maps	\$29.00	per sq ft

Exhibit B



No.	Equipment Classification	2024 Unit Rates	Unit Price
1	Fully Loaded Brush Truck(only) w/ 300 gal tank, foam capable, 45psi nozzle	per hour	\$375.00
2	Type 6 Fire Unit (only)w/ 225 gal tank, foam capable, 30 psi nozzle	per hour	\$350.00
3	Type 3 Fire Unit (only) w/ 125 gal tank, foam capable, 20 psi nozzle	per hour	\$265.00
4	(700 cc) 6X6 Polaris Ranger (only) w/ 60 gal tank, foam capable, 20 psi nozzle	per hour	\$225.00
5	650 cc 4X4 Artic Cat ATV (only) w/ 30 gal fire torch	per hour	\$195.00
6	JD 450 Low Ground Pressure dozer w/ fire plow	per hour	\$575.00
7	JD 450 Low Ground Pressure dozer w/o fire plow	per hour	\$4,755.00
8	3000 Gallon Water Tank w/ trailer (towable/permanently mounted)	per hour	\$250.00
9	13 HP Honda Portable Water Pump w/ 25' 4" suction hose & 75' discharge hose	per hour	\$65.00
10	7 HP Honda Portable Water Pump w/ 25' 4" suction hose & 75' discharge hose	per hour	\$45.00
11	Tigercat M726E w/ 8' Fecon Mulching Head	per hour	\$800.00
12	John Deere 5075M 4X4 Tractor w/ rootrake or loader w/ 3 yard bucket	per hour	\$225.00
13	John Deere 5075M 4X4 Tractor w/ 8' bushhog (includes loader w/ 3 yard bucket)	per hour	\$200.00
14	Kubota M4900 4x4 Tractor w/ 6' bushhog (includes loader w/ 2 yard bucket)	per hour	\$195.00
16	16' Utility Trailer (each) 2 available	per day	\$250.00
17	Burn Fuel (3:1 diesel/gas mixture)	per gallon	\$3.25
18	Foam concentrate	per gallon	\$2.90
19	1000 HT Motorola Fire Radios (each) 15 available	per day	\$25.00
20	Backhoe - Earthmoving operations/removal/fill work	per hour	\$225.00
21	Trackhoe - Earthmoving operations/removal/fill work	per hour	\$385.00
22	Trackhoe - w/ 48" Fecon Mulching Head	per hour	\$695.00
23	8' Grasslander Seed Drill	per hour	\$165.00
24	10' Massey Ferguson Seed Drill	per hour	\$175.00
25	10' Cultipacker	per hour	\$125.00
26	6' Plotmaster Seeder (food plot seeder)	per hour	\$105.00
27	10' Drop Spreader	per hour	\$95.00
29	300 pound Fertilizer Spreader	per hour	\$45.00
30	Stihl chainsaws, weed wackers, pole saws, etc (each)	per hour	\$55.00
31	Cuddyback Deer Cameras (each)	per day	\$100.00
32	Transport fee per each piece of equipment (up to 30 miles)	one way trip	\$450.00
33	Other Specialty Land Management Equipment Available	request pricing	request pricing



Perry Becker Design, LLC
HOURLY BILLING RATES

Effective January 1, 2024 – December 31, 2024

LABOR CATEGORY	HOURLY RATE
Principal in Charge	\$225
Planning Director	\$195
Project Manager	\$165
BIM Manager	\$155
Project LA III	\$145
Project LA I	\$115

Reimbursable and sub-consultant expenses are billed at cost plus 15% unless otherwise stipulated.

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