

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**

DATE: 11/20/2024

TO: Jennifer Barker, County Manager

THRU:

Wesley Jones, Office Of Facilities Management Director

BY: Bill Ponko, Senior Contracting Officer

SUBJECT: On-Call Construction Project Manager Services - 25-902

MEETING DATE: 2/11/2025

ITEM TYPE: Consent Item

ITEM ID: 34334

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contracts 25-902 with Colliers Project Leaders USA NE (Maitland, FL), The Concord Group (Orlando, FL), and ZHA Incorporated (Maitland, FL) for On-Call Construction Project Manager Services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$1,000,000 (expenditure) and is within, and will not exceed, the Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Facilities Management, issued Request for Qualifications 25-902 for on-call construction project management services. The selected contractors shall assist the Office of Facilities Management with developing and delivering new capital and fixed-asset improvement projects to existing properties and assist and advise the County Project Manager on project costs, schedule, feasibility, value engineering, concept planning, project management, cost tracking, and deliverables pertaining to all phases of construction projects. The selected contractors shall also enforce and comply with all state or federal rules, providing an exemption or designating documents as confidential in nature.

Four submissions were received with three being responsive and responsible as indicated on the attached tabulation sheet. Staff recommends award to the three responsive and responsible vendors; Colliers Project Leaders USA NE (Maitland, FL), The Concord Group (Orlando, FL), and ZHA Incorporated (Maitland, FL).

Fiscal Impact: \$1,000,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Various	Various	Various	Various	Various	\$1,000,000

Advertised Date:

Paper:

Attachments:

1.	Price Tabulation 25-902
2.	Contract 25-902A - Concord -signed
3.	Contract 25-902C - Colliers - signed
4.	Contract 25-902D - ZHA signed

STAFF APPROVALS AND DATES:

Bill Ponko	Created/Initiated - 11/20/2024
Ron Falanga	Approved - 1/9/2025
Terrie Young	Approved - 1/16/2025
Wesley Jones	Approved - 1/16/2025
Miranda Lanoue	Approved - 1/16/2025
Sandy Beckett	Approved - 1/16/2025
Alexis Clark	Approved - 1/30/2025
Fred Schneider	Approved - 1/30/2025
Kandace Pourbaix	Approved - 1/30/2025
Allison Teslia	Approved - 1/30/2025
Melanie Marsh	Approved - 2/4/2025
Jennifer Barker	Approved - 2/4/2025
Misty Spahn	Final Approval - 2/4/2025

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
ZHA INCORPORATED FOR
ON-CALL CONSTRUCTION PROJECT MANAGEMENT**

RSQ # 25-902D

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and ZHA Incorporated, a Florida profit corporation, its successors and/or assigns (the CONSULTANT), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statements of Qualifications (RSQ) #25-902 seeking firms or individuals qualified to provide on-call construction project management services for the COUNTY; and

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

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

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

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE

2.1 Purpose. The purpose of this Agreement is for the CONSULTANT to provide on-call construction project management and related services ("the Service") for the COUNTY as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with

CONSULTANT'S Submittal Forms, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

B. Services provided by CONSULTANT under this Agreement will be on an on-call project basis, based on COUNTY need; staffing levels required and timeframes for services provided will be determined on a project basis. For each project assigned, CONSULTANT shall not exceed forty (40) hours per week of billable hours without prior written approval from the COUNTY. The COUNTY reserves the right to establish alternative maximum hours based on project needs.

3.2 Effective Date and Term.

A. This Agreement will become effective upon both Parties signing this Agreement (the "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. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

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.

C. Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT.

3.3 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).

ARTICLE 4. PAYMENT

4.1 Pricing. Payment shall be arrived at utilizing the hourly rates set forth in CONSULTANT'S Team Composition & Hourly Rate Schedule, attached hereto and incorporated herein as **Exhibit B**. 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 the hourly rates set forth in CONSULTANT'S Pricing Schedule.

4.2 Invoicing. CONSULTANT will submit accurate, itemized invoices to the COUNTY on a monthly basis reflecting hours actually incurred in providing services to COUNTY under this Agreement. The date of the invoice must be after delivery but no more than thirty (30) calendar days after delivery. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices must contain the contract or purchase order number, date, and location of delivery of service; confirmation of acceptance of the goods and/or services by the appropriate COUNTY representative; detail of the cost incurred for services performed; and a detailed progress report for each specific task. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in § 218.73, Fla. Stat. 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. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONSULTANT, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

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

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

4.6 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES

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

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

5.3 Project Manager. COUNTY shall designate one COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the Parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation 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

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1 Qualifications. 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.

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

6.3 Key Personnel

A. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 25-902, 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 under this Agreement are attached hereto and incorporated herein as part of **Exhibit B**.

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.

E. Dress Code & Identification. The CONSULTANT shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONSULTANT will ensure that all workers employed for that particular Service, whether employed by the CONSULTANT or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONSULTANT shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. Documentation. If required by the COUNTY for the Service, the CONSULTANT shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONSULTANT that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONSULTANT are hired at any time during the contract period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below must be supplied in one (1) PDF attachment that must be titled with the company's name, the person's name, and the person's birthdate. Example: *ACME Plumbing - John H. Smith - 10/10/96*. The documentation must include the following:

1. Full name.
2. Address.
3. Email address.
4. Telephone number.
5. Copy valid of driver's license, State of Florida identification card, passport, and/or work visa.
6. A current, clear, color photo (head shot) taken with a plain background.
7. Building names and addresses of the facilities where the individual will be working.
8. Any additional information that may be requested by the Lake County Sheriff's Office.

G. Criminal Justice Information Services (CJIS). When advised by the COUNTY'S Project Manager, the CONSULTANT'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONSULTANT.

H. Background Checks. The services provided under this agreement will be conducted in a public park, in proximity to minors therefore all CONSULTANT and subcontractor personnel must successfully complete a Certified Background Check prior to accessing the site. CONSULTANT shall provide Certified Background Checks at no additional cost to COUNTY. COUNTY retains the right to request and review any associated records with or without cause, and to require replacement of any CONSULTANT employee or subcontractor employees found in violation of this requirement. CONSULTANT shall indemnify COUNTY in full for any adverse actions of any such personnel in this regard.

I. Identification Badging / Proximity Cards / Keys

1. The CONSULTANT'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card.
2. All approved personnel, subcontractors, and representatives of the CONSULTANT will be issued identification badges and will be required to wear them at all times while on the COUNTY'S property. At no time will personnel, subcontractors, and representatives of the CONSULTANT be allowed to work on the COUNTY'S property prior to being given approval by the Facilities Maintenance Division Manager and the assignment of a CONSULTANT identification badge.
3. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of the CONSULTANT.
4. The Facilities Maintenance Division Manager will notify the CONSULTANT by email that identification badges, proximity cards, and keys are ready for pickup, and will have the CONSULTANT complete release forms and then distribute them to the CONSULTANT for disbursement to their personnel, subcontractors, and representatives. The COUNTY'S Project Manager must be copied on the email.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys

1. In the event that an identification badge, proximity card or key is lost, stolen or damaged, the CONSULTANT shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager.
2. Personnel, subcontractors, and representatives of the CONSULTANT must be temporarily substituted by the CONSULTANT with a suitable replacement until the CONSULTANT has obtained a new identification badge/proximity card.

3. The CONSULTANT will be assessed a \$25.00 fee for each lost, stolen, or damaged card and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONSULTANT'S next invoice.

K. Reports. The CONSULTANT shall provide an initial report within thirty (30) business days of the start date and then annually for all employees currently being utilized for the Service. All additions and changes must be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized Excel form at contract initiation that will be used. Reports must be provided for the duration of the Service. Reports must be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports must include the following information:

1. Individual's name, birthdate, and driver's license number.
2. Identification badge/proximity card number.
3. All facilities where the employee works.
4. All facilities accessible by proximity card or key.
5. The date the identification badge/proximity card was issued.
6. Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage.
7. The date that the individual left employment of the CONSULTANT and the identification badge/proximity card was returned.

L. Worker Dismissal / Leave Reporting

1. The CONSULTANT shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of the CONSULTANT that are utilized for projects or services for the COUNTY.
2. The CONSULTANT shall contact the Facilities Maintenance Division Manager to arrange to drop off identification badges, proximity cards, and keys of a dismissed workers within three (3) working days of dismissal or leave.

M. Service Completion

1. At the completion of the Service, the CONSULTANT shall, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.
2. The CONSULTANT will be assessed a \$25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONSULTANT'S final invoice.

6.4 Claims and Disputes.

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

6.5 Termination.

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

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

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

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

6.7 Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of this 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.

The Parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT 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 minimum Combined Single Limit of \$1,000,000
3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employers Liability with the following minimum limits and coverage:

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

5. Professional liability and specialty insurance (errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

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

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must 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.

E. CONSULTANT 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 to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

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

H. The COUNTY will 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 will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. 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.

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

6.8 Indemnity. To the extent permitted by law, the CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents 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 person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever 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. This 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 COUNTY as set forth in Section 768.28, Florida Statutes.

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

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

6.11 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.

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

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

6.14 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

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

6.16 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not

submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

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

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

6.19 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.

6.20 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A** affirming compliance with human trafficking laws.

6.21 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics

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

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

CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria

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

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- 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

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

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

6.26 Accuracy. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.27 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 CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

6.28 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

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

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

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

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

6.30 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

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

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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

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

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

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

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

6.32 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

6.33 Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

6.34 Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Consultants doing business with the COUNTY are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the COUNTY, nor will any Consultant be authorized to use any of the County's Tax Exemptions in securing such materials.

6.35 Shipping Terms, F.O.B. Destination. The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE

CONSULTANT, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

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

7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 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.

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

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

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

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

7.11 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

7.14 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.

7.16 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.

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

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

7.19 Notices. 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:

ZHA Incorporated
2290 Lucien Way
Suite 300
Maitland, Florida 32751

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

ARTICLE 8. SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

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

**Exhibit A (Composite) Scope of Services, Submittal Form, and Affidavit of Compliance
(14 pages).**

Exhibit B Team Composition and Hourly Rate Schedule (2 pages).

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

CONSULTANT

ZHA INCORPORATED

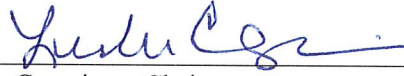
Frederick J. Mellin, Jr.

Frederick J. Mellin, President

This 29th day of January, 2025.

COUNTY

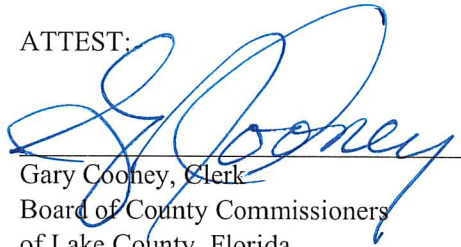
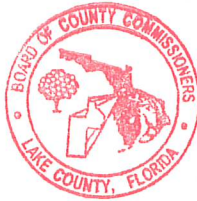
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 11th day of February, 2025.

ATTEST:


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

Approved as to form and legality:



Melanie Marsh
County Attorney

Exhibit A (Composite)

Scope of Services and Consultants Submittal Forms

EXHIBIT A – SCOPE OF SERVICES

25-902

ON-CALL CONSTRUCTION PROJECT MANAGER

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1. Assist the Lake County Office of Facilities Management with developing and delivering new capital and fixed-asset improvement projects to existing properties, on an on-call project basis..
- 1.2. Assist and advise the County Project Manager on project costs, schedule, feasibility, cost saving measures, concept planning, project management, cost tracking, and deliverables pertaining all phases of construction projects.
- 1.1. Enforce and comply with Florida Statute 119.071, *General Exemptions From Inspection or Copying Public Records*, and any other state or federal rules providing an exemption or designating documents as confidential in nature.
- 1.3. Be licensed/certified and fully competent in all aspects of construction project management.
- 1.4. Be fully competent in pre-construction services, including but not limited to:
 - 1.4.1. Assist project managers in reviewing construction documents and drawings for accuracy before they go out for bid.
 - 1.4.2. Participate in Pre- and Post-Bid meetings and provide input as appropriate.
 - 1.4.3. Evaluate project logistics and provide recommendations.
 - 1.4.4. Attest to and document existing and pre-construction site conditions.
 - 1.4.5. Work collaboratively with project stakeholders to develop and manage a site logistics plan.
 - 1.4.6. Participate in the development and review of the project safety plan, provide constructability analysis, and cost saving recommendations.
 - 1.4.7. Assist in researching and responding to requests for information.
- 1.5. Be fully competent in construction implementation services, including, but not limited to:
 - 1.5.1. Assist in implementing the overall safety awareness plan.
 - 1.5.2. Serve as the owner's on-site quality assurance representative.
 - 1.5.3. Review project documents to gain in-depth knowledge of project scope, drawings, and specifications.
 - 1.5.4. Document and communicate on-site conflicts of any magnitude to the County Project Manager.
 - 1.5.5. Review and manage contractor, subcontractors, and suppliers to ensure compliance with contract drawings, schedules and specifications, applicable codes, and County standards.
 - 1.5.6. Review, monitor, and communicate project schedule progress and deviations.
 - 1.5.7. Elevate issues to County Project Manager as appropriate.
 - 1.5.8. Monitor "third-party testing" activities and ensure proper coverage on-site, as required.
 - 1.5.9. Prepare daily reports of contractor work activities, including summarizing daily accomplishments and comparing them against the project schedule.
 - 1.5.10. Track onsite personnel, equipment used, and progress.

Page 1 of 2

EXHIBIT A – SCOPE OF SERVICES

25-902

ON-CALL CONSTRUCTION PROJECT MANAGER

- 1.5.11. Engage project managers, designers, and engineers as needed to resolve engineering issues.
- 1.5.12. Review pay applications, and project documentation for accuracy.
- 1.5.13. Resolve and document on site conflicts.
- 1.6. Be fully competent in construction closeout services, including, but not limited to:
 - 1.6.1. Perform quality acceptance walks and documents results.
 - 1.6.2. Represent the County during punch and acceptance walks.
 - 1.6.3. Participate in the project reconciliation and close-out document review meetings.
 - 1.6.4. Assist in the directive settlement process.
 - 1.6.5. Assist in reviewing warranty books.
- 1.7. Furnish all tools and equipment to complete projects timely.
- 1.8. Understand funding requirements (if any) of projects and confirm requirements are met.

[The remainder of this page intentionally left blank]

ATTACHMENT 1 – SUBMITTAL FORM

25-902

The undersigned hereby declares that: ZHA Incorporated 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 **ON-CALL CONSTRUCTION PROJECT MANAGER** 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. 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 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. INVOICING

Contractor shall email FacilitiesInvoices@LakeCountyFL.gov 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.

Upon completion and acceptance of the work required in conjunction with the assigned project, the vendor shall submit an invoice that reflects the total value of the project phase assigned.

3. 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. 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. 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. [Click or tap here to enter text.](#)

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ATTACHMENT 1 – SUBMITTAL FORM

25-902

6. 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. 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) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8. 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. FEDERAL FUNDING REQUIREMENT

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

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

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.3. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov](#) | Home: SLS8B79BYQD5 RECIPROCAL VENDOR PREFERENCE:

ATTACHMENT 1 – SUBMITTAL FORM

25-902

10. LOCAL VENDOR PREFERENCE – N/A

11. GENERAL VENDOR INFORMATION

Firm Name: ZHA Incorporated
Street Address: 2290 Lucien Way Ste 300
City: Maitland State and ZIP Code: Florida 32751
Mailing Address (if different): [Click or tap here to enter text.](#)
Telephone: 407-902-2550
Purchase Order email address: Wendy.Roby@zhaintl.com
Federal Identification Number / TIN: 59-2340397

12. 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: *Frederick J. Mellin, Jr.*

Date: 10/21/2024

Print Name: Frederick J. Mellin, Jr.

Title: President/CEO

Primary E-mail Address: Rick.Mellin@zhaintl.com

Secondary E-mail Address: Marketing@zhaintl.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.

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**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN.**

Before me, the undersigned authority, personally appeared (Name of affiant) Frederick J. Mellin, Jr., who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

- Affiant is the (Title) President/CEO of (Business Name) ZHA Incorporated which does business in the State of Florida, hereinafter called the "Vendor."
- Vendor, pursuant to Section 287.138, Florida Statutes, vendor certifies that (1) Vendor 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 Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor 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.
- This Affidavit is executed by the Vendor accordance with Section 287.138, Florida Statutes, for the purposes of preventing contracts with foreign entities of concern which would provide access to an individual's personal identifying information.
- Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

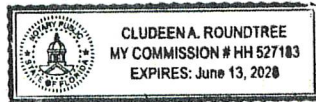
Signed and Delivered on the 21st day of October, 2024.

BY: [Signature]
Signature of Affiant

Frederick J. Mellin, Jr.
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 21st day of OCTOBER, 2024, by FREDERICK J. MELLIN, JR. who is personally known to me or has produced identification (type): _____.



[Signature]
(Notary Signature)

(SEAL)

CERTIFICATION OF COMPLIANCE W/ ANTI-HUMAN TRAFFICKING LAWS



In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Entity.

(Vendor Signature)

ZHA Incorporated

(Company Name)

Frederick J. Mellin, Jr.

(Print Name)

2290 Lucien Way Ste 300, Maitland, FL 32751

(Address)

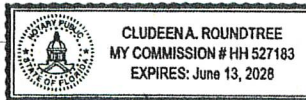
State of Florida

County of Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st OCTOBER, 2024 by FREDERICK J. MELLIN, JR. known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)



CLUDEENA A. ROUNDTREE

(Print Name)

My commission expires: JUNE 13, 2028

ATTACHMENT 5 – CERTIFICATION DEBARMENT & SUSPENSION
CONSTRUCTION MANAGEMENT SERVICES

25-902

CERTIFICATION DEBARMENT AND SUSPENSION

THE QUOTER HEREBY CERTIFIES THAT:

- a. The resulting contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The vendor must comply with 2 C.F.R. 180 subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the bidder did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPANY NAME: ZHA INCORPORATED

ADDRESS: 2290 Lucien Way Ste 300

CITY: Maitland

STATE & ZipCode: Florida 32751

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: _____

Printed Name: Frederick J. Mellin, Jr.

Title: President/CEO

Date: 10/21/2024

ATTACHMENT 7 – CERTIFICATION DRUGFREE WORKPLACE
CONSTRUCTION MANAGEMENT SERVICES

25-902

CERTIFICATION DRUGFREE WORKPLACE

THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087,
HEREBY CERTIFIES THAT:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.


COMPANY NAME: *ZHA INCORPORATED*

ADDRESS: 2290 Lucien Way Ste 300

CITY: Maitland

STATE & ZipCode: Florida 32751

COMPANY'S AUTHORIZED OFFICIAL:

SIGNATURE: 

Printed Name: Frederick J. Mellin, Jr.

Title: President/CEO

Date: 10/21/2024

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8.5.4 Proposed Solution



Approach and Process

For over 40 years, ZHA's sole function has been to represent owners in the development of their capital projects, from inception through operations. Functioning exclusively as an owner's representative, we have developed a keen understanding of the owner's obligations, the importance the owner's representative role can have on the project, and what it takes to create successful projects.

ZHA's primary responsibility, in providing On-call Construction Project Management Services to Lake County, will be to always protect the County's interests by managing each project's scope, schedule, and budget, and maximizing the quality of the final product.

Our approach is very simple:

- Understand the owner's objectives
- Develop a management program that meets the objectives
- Assemble a team that is best suited for each project
- Communicate each project's expectations consistently to all participants
- Provide technical expertise to accomplish all required services
- Execute the services effectively and efficiently
- Manage the overall project budget and schedule

Understand the owner's objectives

Lake County needs an On-Call Construction Project Manager (CPM) capable of managing multiple projects while providing a full range of services to meet the specific needs of each project.

ZHA has demonstrated its ability to successfully manage various projects and services, delivering them on time and within budget while meeting or exceeding the owner's goals and objectives.

Develop a management program that meets the objectives

We understand that the selected CPM will provide professional project management services for new capital and fixed asset improvement projects to existing properties. ZHA will develop the best program to meet the objectives of each project.

ZHA has successfully provided similar services to clients throughout its 41-year history. Those clients include an extensive list of governmental agencies (cities, counties, districts, and other municipal agencies). We have a proven track record of understanding their basic objectives and operational concerns.

Assemble a team that is best suited for each project

The CPM must possess management skills, project knowledge, and technical expertise to effectively coordinate and control the flow of information to facilitate timely decision-making by the project participants throughout each project. It is equally important that the CPM has the knowledge and experience to quickly identify each project's unique requirements and to be able to engage the team member best qualified to manage the various phases of each project. ZHA has that knowledge and proven experience.

Communicate each project's expectations consistently to all participants

We believe that a critical component of a successful project and a critical role for the CPM is to facilitate communication between all parties associated with the project. Communication is critical—it must be

RSQ #25-902, On-Call Construction Project Manager 1



8.5.4 Proposed Solution

clear, concise, and timely between all parties. ZHA will facilitate and coordinate this communication by establishing clear lines of communication and authority, holding regular coordination meetings, and other means at our disposal.

ZHA has successfully completed hundreds of design and construction projects for owners in Central Florida. We understand the contractual obligations and relationships that exist. Lake County's primary obligation as an owner is to set the project's program and objectives and to make timely decisions regarding the project's implementation. ZHA will focus on anticipating issues and decision requirements and providing the information necessary for Lake County to evaluate and make decisions with knowledge of any impacts to the project's scope, budget, schedule, or quality.

Provide technical expertise to accomplish all required services

ZHA is comprised of a variety of professionals skilled in managing design and construction projects. We have managed a myriad of projects including aviation, aerospace, education, government, public safety (police, fire, EOC), public assembly, cultural access, healthcare, and cleanroom research and development facilities.

Our staff understands what it takes to manage these projects on behalf of our owners. We mobilize specific expertise, as required, to address specialized project needs. For this project, Frederick (Rick) J. Mellin, Jr. will be the principal in charge and lead the CPM team. The core CPM team consists of Matt Gans, Andres Varona, Lauren Brooks, Don Doehring, Johnnie Lohrum, and Pete DeVoney. Each team member's resume demonstrates their project experience, education, and any licenses and certifications they have earned.

Our internal and external technical expertise will always focus on what should be done to achieve the owner's objectives and which issues should be considered in making decisions regarding the implementation and completion of the project.

Execute the services effectively and efficiently

The ZHA team prides itself on its attention to detail, and a hands-on approach to addressing issues that may have an impact on the project's scope, schedule, or cost. We couple this omnipresent attention to detail with an ability to provide solutions to issues that arise during a project's development—knowing when to utilize traditional methods and when to challenge commonly accepted approaches to develop the best solutions for our clients.

Steady attention to detail is critical because we believe the project environment is cumulative; every task is dependent on the quality of the tasks preceding it. Any conflicts with funding requirements could potentially impact project cost and schedule. Invalid assumptions in the planning process will have a profound effect on the design process. Incomplete or ill-defined design documents will affect the project's cost and quality. Uncoordinated permitting will affect the construction schedule and cost. Poor workmanship and non-conforming work will affect the maintainability and the ultimate life of the asset. These deficiencies in programming and quality are controllable with proper foresight and experienced oversight, which are the cornerstone of ZHA's long-running success in the industry.

Manage the Overall Project Budget and Schedule

Monitoring the budget and schedule is critical to the project's success. With a focus on the County's requirements and the project's construction approach, budget, and schedule, ZHA's CPM team will oversee



8.5.4 Proposed Solution

the Project Controls. ZHA will provide a consistent critical evaluation of the project's budget and schedule from beginning to end. The CPM team will have intimate knowledge of the project's performance.

Project Budget: With over 40 years of experience developing and managing budgets for our owners, ZHA is successful in overseeing projects that are completed within their budgets. Our success is founded upon our ability to provide the right personnel, and a team experienced in the Central Florida marketplace and the variety of facility types contemplated. We have been, and continue to be, involved with current projects throughout Central Florida and we maintain a detailed database of project cost information from our work throughout the region.

ZHA has provided overall budget oversight and cost-estimating services to a wide array of owners, focusing our expertise on each project's estimated cost and budget requirements. ZHA will use our expertise to assist Lake County in developing and maintaining an overall Owner's Project Budget (OPB), the project's total costs not just the cost of physical construction. The OPB will include the cost of permits and fees (federal, state, county, city, and utility), professional fees (including testing and inspections), the cost of construction, building commissioning, FF&E (furniture, fixtures, and equipment), management costs, the County's project contingency, and other costs that will be reasonably incurred during the completion and occupancy of the project. ZHA's CPM team has years of experience quantifying these soft costs.

We will identify potential issues that could adversely impact on the project's costs and use our expertise to make recommendations to ensure the delivery of a project that meets the County's scope and budget objectives. Events over the past year have highlighted the vulnerability of the supply chain for many building-related elements. Vulnerability that could affect availability and/or costs. ZHA continuously monitors material supplies for our clients and will work with the County and the design and construction team to address any potentially impacted elements and make recommendations to avoid using supply-chain vulnerable elements.

Our approach to budgetary control involves working with the County and the project team to identify all components that make up the project budget.

The following are specific budget control activities that may be performed:

- Assist the County in establishing a detailed overall Owner's Project Budget (OPB).
- Review and monitor the OPB and recommend actions to maintain the established budget throughout the project duration.
- Prepare and/or reconcile independent cost estimates for budgeting purposes.
- Prepare and/or reconcile independent cost estimates for components for value engineering purposes.
- Prepare and/or reconcile cost estimates and assist the County in negotiations with the Contractor's/ Construction Manager's cost proposal.
- Review, evaluate, and make recommendations to the County on proposed project changes, Contract modifications, and change orders submitted by the Architect/Engineer, Contractor, or other project members.
- Reconcile the final project costs and oversee, as requested, the completion of an independent audit of the Contractor's/Construction Manager's contract.

Project Schedule: ZHA recognizes the time-critical nature of the anticipated projects, and the need to have all parties adhere to each project's schedule.



8.5.4 Proposed Solution

ZHA will use our expertise to develop and maintain an overall Owner's Project Schedule (OPS), the project's total schedule of activities and milestones, not just the contractor's construction schedule. We will identify potential issues that could adversely impact the project's schedule and make recommendations to ensure the delivery of a project that meets the County's schedule objectives.

ZHA will monitor the contractor's construction schedule and evaluate their ability to meet the completion milestones that have been contracted. We will monitor and make recommendations, if required, regarding the adequacy of the job site staffing to maintain the agreed-upon schedules. ZHA will also monitor and review all responses to Request For Clarification (RFCs), responses to Request For Information (RFIs), as well as any other supplemental instructions to identify potential impacts on the project's cost, schedule, or scope.

We will monitor the construction schedule as the job progresses, including the contractor's schedule as well as the submittal log to monitor the timely submission of shop drawings and timely reviews by the Architect/Engineer.

Adequacy of Resources

Our staff is available as needed to fully support each project as it is assigned, and our experienced management team will ensure ready access to resources when needed. We have a long history of providing clients with talented and committed individuals who share and demonstrate our Core Values and who dedicatedly serve our clients' needs.

Innovative Opportunities

Value Engineering and Design Intent

The variety of projects listed under this RFP offers a wide range of cost-saving opportunities. The most common savings are often performed under the heading of Value Engineering. But to ZHA, value engineering is not simply decreasing the estimated cost, it is the process of identifying and quantifying opportunities to reduce the cost of a project without compromising the design intent or operational performance. We consider **both** the initial capital cost of the building and the long-term operational costs that the Owner will incur.

We do this by bringing the varied experiences of our knowledgeable team members together to first identify reasonable construction and materials alternatives that would reduce the cost of the project without impacting the project's design intent.

We will work with Lake County staff and other project stakeholders to ensure they fully understand the impact of their stated design intent. We often find instances where a client's stated design intent has an unintentional and significant impact on the estimated costs or projected schedule. We work with our clients to ensure that the intent reflects their desires for the resulting facility while allowing the designer and construction market to provide a product that will be the best value for the County's money.

Value engineering allows the Owner to either lower its project costs or gain more project benefits for the budget allocated. This process is a dynamic balancing act provided by knowledgeable, perceptive professionals who possess the mastery to analyze the complex interrelationships between design intent and cost, as well as the Owner's goals and construction practicalities. Value engineering professionals provide comprehensive services to assist the Owner in obtaining the maximum possible value for each dollar invested.



8.5.4 Proposed Solution

The Value Engineering process requires the buy-in of the entire design and construction teams and the Owner to be truly productive. We engage all the team members at various design phase milestones to offer opportunities to better the project's design performance.

We will question several long-held beliefs such as, "With the cost reduction of plenum-rated cables, is a ducted HVAC system the most cost-effective?" or "Is a ceiling in certain areas needed?". Considering the advancements in finished concrete, a hardened polished concrete floor may be suitable where vinyl tile or carpeting has been the conventional choice. All possible areas to provide a suitable or improved alternative will be reviewed to render the best solutions for each project.

Supply Chain Mitigation

Events over the past several years have highlighted the vulnerability of the supply chain for many building-related elements that could affect availability and/or costs. ZHA continuously monitors material supplies and will work with the County and the design and construction teams to address potential delivery issues and make recommendations to avoid using supply-chain vulnerable elements. Considerations may include advancing the design and procurement of larger long lead-time systems while the design is progressing. This is an area where the type of project will dictate which supply chain items may need to be addressed.

Long-term Operational Cost

Another area of cost savings considers the long-term operational cost of the project once occupied. For many owners, the utility costs are a significant cost – often second only to salaries. ZHA will work with the County to minimize the "footprint" of each building using high-performance, ultra-low energy-use components where appropriate.

We also consider the potential long-term savings of working with utility providers to identify proper and reasonable usage. For instance, water usage is often assessed for both water and sewer, however, equipment usage may reduce the water returned as sewerage (e.g., through evaporation) and consequently reduce costs to Lake County.

Focus on the Building Envelope

Significant attention to the integrity of the building envelope provides numerous opportunities to minimize the operational energy usage of the building as well as long-term maintenance costs. ZHA has worked with subconsultants specializing in building envelope integrity. These firms have a proven history of providing all aspects of roofing, waterproofing, and building envelope consulting services with an emphasis on systems and components designed to prevent moisture intrusion and unwanted air leakage, resist hurricane-force wind speeds, and provide thermal efficiency for commercial, institutional, industrial, and residential construction. We have found this attention to the building envelope from the beginning of design has significant long-term benefits.

Owner Direct Purchase

Another area of potential cost savings is an "Owner Direct Purchase" program. ZHA has successfully administered Owner Direct Purchase programs for a variety of governmental clients. The tax savings realized will be dependent upon the size of the project and the opportunities to purchase material directly. To maximize the savings, we will work closely with the County's procurement department to set the parameters and procedures for direct material purchases and assist the construction team in adhering to these parameters and procedures.

Exhibit B

Consultant's Pricing & Team Composition

ATTACHMENT 2 - TEAM COMPOSITION

25-902

CONTRACTOR

ROLE	Name	HOURLY RATE	Active License/ Certification Number & Type
Principal in Charge	Frederick 'Rick' J. Mellin, Jr.	\$260.00	Real Estate Broker: FL #BK256846
Program Manager	Matthew Gans	\$205.00	
Project Manager	Andres Varona	\$205.00	
Asst. Project Manager	Lauren Brooks	\$180.00	
Sr. Inspector	Donald Doehring	\$160.00	General Contractor: FL #CGC036039
Design Review	Johnnie Lohrum, Jr.	\$205.00	Registered Architect: FL #96099
Project Controls	Pete DeVoney	\$205.00	General Contractor: FL #CGC037552

SUB CONTRACTOR

ROLE	Company Name	HOURLY RATE	Individual's Name Assigned	Active License/ Certification Number & Type	Individual Worked with Prime before (YES/NO)

8.5.3 Completed Subcontractors/Joint Ventures



Supporting Documentation for Proposed Pricing

ZHA uses a basic formula to develop hourly rates for project staff based on their role in the project. This formula starts with a base salary and applies specific calculations for overhead costs and applicable corporate benefits.