

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA,
AND GROVE SCIENTIFIC & ENGINEERING COMPANY FOR
FOR ENVIRONMENTAL & CONSULTING ENGINEERING SERVICES FOR
TITLE V AIR OPERATION PERMIT RENEWAL
(CCNA)**

RSQ # 26-534

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 Grove Scientific & Engineering Company, 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 Qualification (RSQ) #26-534 for procurement of professional services under the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and,

WHEREAS, COUNTY sought through RSQ #26-534 firms or individuals qualified to provide engineering and engineering-related services and consulting services to support the COUNTY'S Office of Solid Waste Central Solid Waste Facility in Tavares, Florida, for the completion and submittal of the COUNTY'S Title V Air Permit for the facility; and

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

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

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

1. **Recitals.** The foregoing recitals are hereby confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **Purpose.** The purpose of this Agreement is for CONSULTANT to provide engineering services for assigned tasks related, but not limited to civil engineering design services related to roads, intersections, sidewalks, stormwater, parks, site development, and buildings, to COUNTY based on individual task orders ("Service").

3. **Scope.**

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide environmental and consulting engineering services for the completion and

submittal of the COUNTY'S Title V Air Permit for COUNTY, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONSULTANT'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by the Parties. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

B. The Parties acknowledge that this is a project specific agreement for environmental and consulting engineering services for COUNTY'S Title V Air Operation Permit Renewal.

4. Effective Date and Term.

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

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

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

5. Consultants Competitive Negotiation Act. The Parties acknowledge that solicitation procuring the services hereunder and the performance of this agreement is subject to the provisions of Section 287.055, Florida Statutes.

6. Ownership of Deliverables. CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of deliverables to COUNTY. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement.

7. Consultant Personnel.

A. Key Personnel. CONSULTANT agrees that each person listed or referenced in CONSULTANT'S proposal package provided in response to RSQ # 26-534, 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.

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.

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

D. 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.

E. 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.

8. Pricing. Payment shall be arrived at utilizing the rates set forth in CONSULTANT'S Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as part of **Exhibit B (Composite)**. The rates quoted will be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost or price. Agreement prices will prevail for the full duration of the Agreement.

9. Invoicing and Payment.

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

B. The COUNTY will make payment on all invoices timely submitted, approved, and accepted by COUNTY, in accordance with the Florida Local Government Prompt Payment Act, Chapter

218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in Section 218.73, Florida Statutes. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date. CONSULTANT must invoice COUNTY for any interest accrued 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.

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

D. Neither the COUNTY'S review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages suffered directly or indirectly by the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this Agreement. The rights and remedies of the COUNTY provided for under this Contract are in addition to any other rights and remedies provided by law.

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

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

10. COUNTY Responsibilities.

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

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

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

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

11. Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONSULTANT without penalty to COUNTY; but if any service or task under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONSULTANT'S breach of a material term of this Agreement, but only after the COUNTY has provided CONSULTANT with ten (10) calendar days' written notice for the CONSULTANT to cure the breach and the CONSULTANT'S failure to cure the breach within that ten (10) day time period. CONSULTANT agrees that advance notice of termination is waived in the event COUNTY terminates this Agreement 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 will be terminated by COUNTY, without penalty, upon thirty (30) calendar days written notice to CONSULTANT, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

D. 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.

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

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

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

15. **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.

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

17. **Contracting with County Employees.** Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

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

19. **State Registration Requirements.** CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

20. **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.

21. **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.

22. **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.

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

24. **Other Departments.** Omitted.

25. **Other Agencies.** Omitted.

26. **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.

27. **Accuracy and Standard of Care.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the Services provided in this Agreement. Any re-

performance or revisions shall be made within thirty (30) calendar days after such errors or non-conformances are reported by the COUNTY.

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

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

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

30. 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.

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

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

any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONSULTANT by the COUNTY for any Contract or financial obligation.

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

33. **Additional Locations.** Omitted.

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

35. **Safety.** CONSULTANT is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONSULTANT shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property. CONSULTANT shall provide and its employees shall utilize all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. CONSULTANT shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with COUNTY personnel. This person must be the CONSULTANT'S superintendent unless otherwise designated in writing by the CONSULTANT to the Project Manager. CONSULTANT acknowledges that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONSULTANT. CONSULTANT certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONSULTANT certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONSULTANT.

36. **Safety Data Sheets.** The CONSULTANT is responsible to ensure the COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The CONSULTANT shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

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

38. **Cleanup.** If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. CONSULTANT must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONSULTANT use COUNTY cleaning supplies or equipment. Upon final completion, the CONSULTANT shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONSULTANT fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONSULTANT'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

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

40. **Licenses and Permits.**

A. 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.

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

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

41. **Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$195,000, the CONSULTANT must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was

increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

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

43. **Responsibility as Employer.** CONSULTANT shall provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT may be required to wear appropriate identification.

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

45. **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.

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

47. **Right to Audit.**

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

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

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

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

48. Public Records.

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

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

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

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

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

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

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule 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.

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

50. Copyrights. Any copyright derived from this Agreement will belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its

best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or CONSULTANT to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

51. 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.

52. 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.

53. Claims and Disputes.

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

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

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

D. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written

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

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

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

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

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

56. **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.

57. **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.

58. **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.

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

60. 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.

61. 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.

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

63. 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.

64. Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit contractors, contractor employees, and their agents from engaging in severe forms of trafficking in persons during the period of performance of the Agreement; procuring commercial sex acts during the period of performance of the Agreement; using forced labor in the performance of the Agreement; destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; using misleading or fraudulent practices during the recruitment of employees; charging employees or potential employees recruitment fees; failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; providing or arrange housing that fails to meet the host country housing and safety standards; or failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

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

66. ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by

CONSULTANT for use by COUNTY under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. CONSULTANT shall promptly remediate any nonconformance discovered or reported, at no additional cost to COUNTY. This duty to remediate at CONSULTANT'S cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and CONSULTANT being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

67. **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.

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

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

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

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

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

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

74. **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.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Procurement Services Director; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

GROVE SCIENTIFIC & ENGINEERING COMPANY

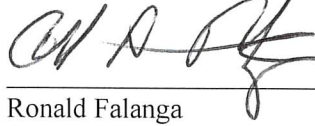


Sara Greivell, President and CEO
Qualifying License No. PE73005 (David Michael Beben)

This 11 day of May, 2026.

COUNTY

LAKE COUNTY, FLORIDA, by and through is Director of Procurement Services



Ronald Falanga

This 14th day of May, 2026.

Approved as to form and legality:

mmarsl 5/14/24

Melanie Marsh
County Attorney

TITLE V AIR OPERATION PERMIT RENEWAL

1. SCOPE OF SERVICES

- 1.1. Provide engineering and engineering-related services and consulting services to support the County’s Office of Solid Waste Central Solid Waste Facility in Tavares, Florida.
- 1.2. Consultant will complete and submit the Title V Air Operation Permit Renewal.
 - 1.2.1. The permit application due date is September 27, 2026. Permit # 0694864-005-AV.
 - 1.2.2. Consultant shall be responsible for any planning, designing, siting, permitting, constructing, and monitoring various solid waste management facilities required for the Title V Air Operation Permit Renewal.
- 1.3. Consultant will be required to prepare certain deliverables, including but not limited to, industry standard electronic and printed formats, reports, plans, permit applications, studies, photographs, as well as attendance at meetings and presentations to the Board of County Commissioners, or other groups to be designated.
 - 1.3.1. All deliverables become the property of Lake County.
- 1.4. All shall be in accordance with Rules Chapter 403, 62-701, 62-4, 62-210 and 62-213, F.A.C. Items may include:
 - Air Emissions:
 - 1.4.1. Landfill NSPS/EPA, GHG and Title V Modeling, Permitting and Monitoring
 - 1.4.2. Landfill Gas Control/Treatment Management Systems Design, Engineering, Evaluation and Bid Services

2. QUALIFYING STANDARDS

- 2.1. Pursuant to Chapter 471, 472, and 481, Florida Statutes, firms or individuals must be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statutes.
- 2.2. Respondents must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered.
- 2.3. Respondents must demonstrate experience and capabilities in the design, permitting, construction and management of solid waste and storm water facilities and systems.

[End of Exhibit A.]



Office of Procurement Services

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

SOLICITATION: Title V Air Operation Permit Renewal

02/19/2026

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

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q1. Clarify that this scope of services is only for preparing the Title V permit renewal application that is due September 27, 2026.

A. Confirmed.

Q2. Clarify that this scope of services is to include future Title V designs, emissions evaluations, monitoring, annual reporting, evaluation, and bid services related to the Title V permit based on Section 1.4.1 and 1.4.2 of the scope of services.

A. Scope of services is to prepare and submit the Title V permit renewal, including testing, evaluations, etc., related to renewing the permit.

Q3. Provide the most recent Tier 2 test report for the Lake Count Solid Waste Management Facility.

A. See attachment 2022 Tier 2 NMOC Emission Rate Report.

Q4. What is the term of the contract?

A. This is a one-time project only.

ADDITIONAL INFORMATION

All addendums must be signed and included with submittals.

ACKNOWLEDGEMENT

Firm Name: Grove Scientific & Engineering

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

Signature of Legal Representative Submitting this Bid:

Date: 4/2/2026

Print Name: Sara Greivell

Title: CEO

ADDENDUM NO. 1

26-534

Primary E-mail Address: sara@grovescientific.com

Secondary E-mail Address: dan@grovescientific.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

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

SOLICITATION: Title V Air Operation Permit Renewal

03/11/2026

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

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q5. Are there any FLDEP consent orders or other correspondence requesting design and installation of specific landfill controls?

A. No.

Q6. Are there any available emission monitoring and air modeling for Lake County Solid Waste Facility? How can these documents be accessed?

A. See answer provided to Q3 on Addendum 1. Attachment was provided – 2022 Tier 2 NMOC Emission Rate Report.

Q7. Are there any capital improvement projects planned for the Solid Waste Facility in the next 5 years?

A. No capital improvement plans are scheduled for the next 5 years.

ADDITIONAL INFORMATION

All addendums must be signed and included with submittals.

ACKNOWLEDGEMENT

Firm Name: Grove Scientific & Engineering

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

Signature of Legal Representative Submitting this Bid:

Date: 4/2/2026

Print Name: Sara Greivell

Title: CEO

Primary E-mail Address: sara@grovescientific.com

Secondary E-mail Address: dan@grovescientific.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

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

SOLICITATION: Title V Air Operation Permit Renewal

03/13/2026

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

THIS ADDENDUM CHANGES THE PROPOSAL SUBMISSION DEADLINE TO NOW CLOSE TUESDAY, MARCH 24, 2026.

QUESTIONS/RESPONSES

N/A

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Grove Scientific & Engineering

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

Signature of Legal Representative Submitting this Bid:

Date: 4/2/2026

Print Name: Sara Greivell

Title: CEO

Primary E-mail Address: sara@grovescientific.com

Secondary E-mail Address: dan@grovescientific.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

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

SOLICITATION: Title V Air Operation Permit Renewal

03/23/2026

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

THIS ADDENDUM CHANGES THE PROPOSAL SUBMISSION DEADLINE TO NOW CLOSES WEDNESDAY, April 1, 2026.

QUESTIONS/RESPONSES

N/A

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Grove Scientific & Engineering

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

Signature of Legal Representative Submitting this Bid:

Date: 4/2/2026

Print Name: Sara Greivell

Title: CEO

Primary E-mail Address: sara@grovescientific.com

Secondary E-mail Address: dan@grovescientific.com

The undersigned hereby declares that Grove Scientific & Engineering has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **TITLE V AIR OPERATION PERMIT RENEWAL** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 TERM OF CONTRACT

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

2.0 PAYMENT

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

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

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

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

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

Vendor requests more information about accepting eCard for payment: NO

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

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

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

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

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

4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

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

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

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

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) American Woman not applicable

and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

8.0 ANTITRUST VIOLATOR VENDOR LISTS

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

9.0 FEDERAL FUNDING REQUIREMENT – N/A**10.0 LOCAL VENDOR PREFERENCE – N/A****11.0 GENERAL VENDOR INFORMATION**

Firm Name: Grove Scientific & Engineering

Street Address: 6140 Edgewater Drive, Suite F

City: Orlando State and ZIP Code: FL 32810

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

Telephone: 407-298-2282

Purchase Order Email Address: dan@grovescientific.com

Federal Identification Number / TIN: 59-2008167

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Sara Greivell*

Date: 3/31/2026

Print Name: Sara Greivell

Title: CEO

Primary E-mail Address: sara@grovescientific.com

Secondary E-mail Address: dan@grovescientific.com

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

[The remainder of this page is intentionally blank]



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

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

1. Affiant is the (Title) CEO of (Business Name) Grove Scientific & Engineering which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. 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 30 day of March, 2024

BY: Sara Greivell
Signature of Affiant

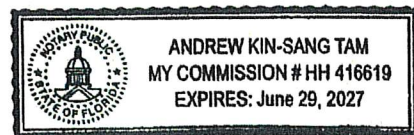
Sara Greivell
Printed Name

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30th day of March, 2024, by Sara Greivell, who is personally known to me or has produced identification (type): Florida Driver License

[Signature]
(Notary Signature)

(SEAL)



1. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate and include it with the submittal of its proposal or as prescribed in the solicitation.
2. The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of contracting.
3. The Consultant acknowledges that the original agreement price, as well as any subsequent increases, will be adjusted to exclude any substantial amounts that Lake County determines were added because of inaccurate, incomplete, or outdated wage rates or other factual unit costs. All such adjustments to the agreement must be made within one (1) year following the conclusion of the agreement.

CONSULTANT

Firm Name: Grove Scientific & Engineering

Signature: Sara Greivell

Print Name: Sara Greivell

Title: CEO

This 30 day of March, 2026.

State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 30th day of March, 2026
by Sara Greivell

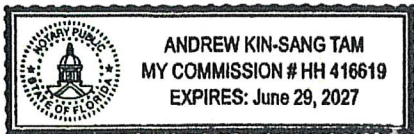
(print name of officer or agent)

on behalf of Grove Scientific & Engineering
(name of corporation/entity)

He/she is personally known to me or has produced

Florida Driver License as identification.

(NOTARY SEAL)



Notary Signature

Andrew Kin-Sang Tam

Print Name

June 29, 2027

Commission Expiration:



Statement of Interest & Understanding of the Project:

Grove Scientific & Engineering Company (GSE) is pleased to submit this proposal to assist Lake County with the renewal of their Title V Air Operation Permit. We understand the County requires comprehensive consulting services to prepare a complete renewal application in advance of the renewal deadline. GSE will conduct the necessary emission inventory updates, review compliance status with the federal requirements and manage the renewal application process to ensure we submit a complete and thorough renewal application. GSE will work closely with the County to review the draft application and address any changes or updates needed to support the County's current landfill operation.

GSE has a proven track record of preparing timely and complete Title V renewal applications for landfill and other Title V sources and is prepared to ensure the same for Lake County's Title V air permit renewal application. We have existing relationships with the permitting agency that will prepare the renewal application, and we will work with them managing technical communication through the final permit renewal process.

Financial Stability:


Grove Scientific & Engineering affirms that we have the necessary human and financial resources to provide the services at the level required by the County. We are prepared to furnish whatever documentation is required to meet the County's standard.

Litigation:

Grove Scientific & Engineering affirms that we have had no litigation brought against us and we have not filed suit against any other entities in the past 3 years.

Program Manager:

Sara Greivell
President & CEO
Grove Scientific & Engineering Company
6140 Edgewater Drive, Suite F, Orlando, FL 32810
407-298-2282 Ext 108
sara@grovescientific.com

Authorized Signature: 

Title: CEO

Date: 04/02/2026

6140 EDGEWATER DRIVE, SUITE F, ORLANDO, FLORIDA 32810
PHONE (407) 298-2282
www.grovescientific.com



Sara Greivell
President & CEO
Grove Scientific & Engineering Company

Education:

Carroll College, Waukesha, Wisconsin
B.S., Environmental Science 2005

Milwaukee Area Technical College, Mequon, Wisconsin
A.S., Environmental Pollution Control Technology 2003

Additional Courses, Certifications and Activities:

- Certified Visible Emissions Evaluator
- Hazardous Waste Managers Course
- 2009 Co-chair for Technical Programs FLAWMA Annual Conference
- 2011 Chairman - Young Professional Program AWMA Annual Conference

Experience:

As an environmental scientist and project manager for Grove Scientific & Engineering Company, Mrs. Greivell's main focus is air pollution source permitting and consulting. She works to obtain Title V, non-Title V, and Air General Permits for clients. This includes extensive rule review to determine all applicable state and federal rules and regulations for a wide variety of air pollution sources. Mrs. Greivell assists clients in maintaining, renewing and all related reporting and record keeping requirements to ensure the client always maintains compliance with their air permit. This reporting includes, semiannual monitoring reports, annual compliance statements, emission inventories, greenhouse gas reporting, compliance audits, preparation and maintenance of CAM plans .

In addition to many major source air permitting clients, Mrs. Greivell is the project manager of 70 concrete ready-mix plants in Florida as well as all hospital and university clients. She has permitted hundreds of boilers and stationary emergency generators as well as many other source categories.

6140 EDGEWATER DRIVE, SUITE F, ORLANDO, FLORIDA 32810
PHONE (407) 298-2282
www.grovescientific.com

March 31, 2026

Ms. Amy Munday, CPPB
Lake County Office of Procurement Services
P.O. Box 7800
315 W. Main Street
Tavares, FL 32778



**RE: Solicitation# 26-534
Proposal for Lake County Landfill Air Permit Renewal**

Dear Amy,

We appreciate the opportunity to provide you with this proposal for preparing and air pollution permit application for the Lake County Landfill. The scope of the project is to:

1. Prepare, sign and seal and submit an electronic application via EPSAP for the renewal of Title V permit 0694864-005-AV.
2. Respond to requests for additional information by the Florida Department of Environmental Regulation (FDEP).

Qualifications

Incorporated in 1987 we are a licensed professional engineering consulting firm in Florida (registration # 7902). We specialize in multi-media environmental engineering and science consulting to industry, municipalities, institutions and government clients. We work in all aspects of air quality including engineering design, permitting of stationary sources, air construction permits, air operating permits, Title V permits, stationary source and mobile source modeling, emission testing, record-keeping compliance programs, report preparation, air pollution control system design and specifications, combustion engineering, and compliance programs. We have permitted over 500 stationary sources since 1987 and have obtained well over 1000 air permits in 49 states and 14 countries. References are available upon request.

● ●
PHONE (407)298-2282 ● FAX (407)290-9038

Page 35 of 42

Scope of Work

GSE will provide the following services;

1. Attend pre-permitting meeting and site visit at Lake County landfill with the client if requested.
2. Prepare an electronic (EPSAP) application to renew the Title V air pollution permit.
3. Respond to requests for additional information from FDEP during the application review process.
4. Review the draft air permit and negotiate specific conditions if needed to properly reflect the proposed project scope.
5. Review the "Intent to Issue" permit and advise client.

Cost Estimate

We propose to do this job on a time and materials basis with a not-to-exceed budget. The cost estimate included in Attachment 1.

NOTE: The cost of public notice is not included in this cost.

Sincerely,
Grove Scientific & Engineering Company



Sara Greivell
President

State of Florida

Department of State

I certify from the records of this office that GROVE SCIENTIFIC & ENGINEERING COMPANY is a corporation organized under the laws of the State of Florida, filed on April 28, 1980.

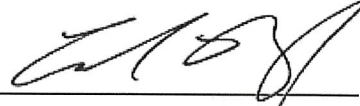
The document number of this corporation is 662225.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 5, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of January, 2026*




Secretary of State

Tracking Number: 8061483552CC

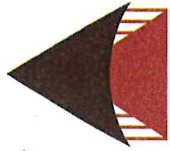
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BEBEN, DAVID MICHAEL

2680 NORTH ORANGE AVE

#1305

ORLANDO

FL 32804

LICENSE NUMBER: PE73005

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

EXHIBIT B (COMPOSITE)

Client.....	Lake County Central Landfill	Budget Estimate		Multipiers:
Project Name.....	Title V Operating Permit Renewal			Labor 1.00
Project Number.....	335740			Directs 1.00
Date of Estimate...	31-Mar-26			Prof. Associates 1.00

Attachment 1 LABOR CATEGORY	Task 1		Task 2		TOTAL HOURS	MULTIPLIED LABOR \$
	Title V Air Operating Permit Renewal Application	Response to Request Additional Information				
Professional; Engineer	10	6			16	\$3,040.00
Principal	18	4			22	\$4,400.00
Project Manager	38	12			50	\$6,750.00
Paraprofessional	12				12	\$960.00
					0	\$0.00
SUBTOTAL HOURS	78	22			100	\$15,150.00
SUBTOTAL LABOR \$	\$11,590.00	\$3,560.00				

Contract Labor Rates	\$190.00
	\$200.00
	\$135.00
	\$80.00

TOTAL LABOR HOURS	78	22	100
TOTAL LABOR COSTS	\$11,590.00	\$3,560.00	\$15,150.00

TOTAL \$/TASK	\$11,590.00	\$3,560.00	TOTAL SVCS	\$15,150.00
---------------	-------------	------------	------------	-------------

1. INSURANCE COVERAGE

- 1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.
- 1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five (5) working days of such request.
- 1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:
 - 1.3.1. Commercial General Liability Insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included
 - 1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
 - 1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

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

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

- 2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.
- 2.2. Certificate holder must be:
 LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
 THE BOARD OF COUNTY COMMISSIONERS.
 P.O. BOX 7800
 TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

- 3.1. A waiver of subrogation in favor of the COUNTY.
- 3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.
- 3.3. Inclusion of a Cross Liability or Severability of Interests provision.
- 3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. POLICY ENDORSEMENTS

- 4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.
- 4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

- 5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.
- 5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.
- 5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

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

- 6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.
- 6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.
- 6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

- 7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.
- 7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.
- 7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.
- 7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]