COPY

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
SHAW ENVIRONMENTAL, INC.
ENVIRONMENTAL STUDIES AND SERVICES
RFP #13-0003

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Shaw Environmental, Inc., a foreign corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request Proposals (RFP), #13-0003, for procurement of a firm to provide on-call environmental studies and services; and

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

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:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide on call environmental services for COUNTY. The CONSULTANT acknowledges and agrees that if work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 Generally, the CONSULTANT shall be required to perform a variety of on-call environmental studies and services as directed by task orders of various COUNTY departments. The service involves performing environmental site and field investigations and preparation of associated reports, plans and permits, including but not limited to the following:

- Environmental Site Assessment (ESA) Phase I Studies
- Environmental Site Assessment (ESA) Phase II Studies
- Wetland delineation Investigation and Survey
- Biological surveys for protected and endangered species

- Regulatory permitting including but not limited to the following agencies: Federal Department of Environmental Protection (FDEP), Water Management District (WMD), Florida Fish & Wildlife Conservation Commission, etc.
- Site remediation and cleanup for contaminated sites, including permitting with FDEP
- Any other related environmental survey or study services as needed.

Limitation: The parties hereby agree that this is **not** a continuing contract under Section 287.055, Florida Statutes, CONSULTANT shall **not** be authorized to perform any work that would fall within the scope of Section 287.055, Florida Statutes, known as the Consultant's Competitive Negotiation Act (CCNA), unless such work falls under the regular CCNA thresholds.

2.3 ALL TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE OFFICE OF PROCUREMENT SERVICES AND THE COUNTY ATTORNEY'S OFFICE PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO THE CONSULTANT.

2.4 This Agreement shall be effective for the twenty-four (24) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY reserves the sole right to renew this Agreement for two (2) additional twenty-four (24) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised.

2.5 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that 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 the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.6 CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for individual project etc., that the COUNTY reserves the sole right to offer the individual project to the COUNTY's alternate consultant(s).

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

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

B. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of this Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 3. Payment

3.1 Payment shall be based upon a negotiated lump sum fee, arrived at utilizing the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Exhibit A**. The personnel needed for each individual project shall be determined once the CONSULTANT receives the Task Order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The lump sum fee will be the approved total hours and related direct expenses.

3.2 Invoices shall be submitted in duplicate to the requesting County department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. The CONSULTANT shall keep a travel log indicating all dates of travel, mileage, etc.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the 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. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and includes all overhead and administrative expenses.

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

requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

3.6 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:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder 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 work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

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

5.3 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the 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

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000

Disease-Policy Limit $1,000,000

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

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

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

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

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

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

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

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

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

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

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.5 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of 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.

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

5.8 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.

5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL 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 from any cause whatsoever, shall relieve the CONSULTANT of his 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 shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall 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, natural disasters, wars, riots, transportation problems and/or any 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.

5.10 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 the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.11 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.12 Truth in Negotiation Certificate. If applicable, for all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.13 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

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

5.15 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 the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

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

5.17 Copyrights. Any copyright derived from any agreement derived from this Agreement shall 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 and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.18 Right to Audit. 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 three (3) years following expiration of the Agreement. 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. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

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

Article 6. General Conditions

6.1 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.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 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.

6.4 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.

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

6.6 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.

6.7 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, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 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.

6.11 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 with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

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

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

If to CONSULTANT:

Curtis Lee, PSSC, P.G.
Gulf Atlantic Dist. Mgr.
1228 Winter Garden Vineland Rd.
Winter Garden, Florida 34787

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

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

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A Consultant's Pricing

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 28 day of January, 2014, and by CONSULTANT through its duly authorized representative.

CONSULTANT

Curtis Lee, PSSC, P.G.
Gulf Atlantic District Manager
Shaw Environmental, Inc.

This 09 day of January, 2013.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Jimmy Conner
Chairman

This 30th day of January, 2014.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A: CONSULTANT'S PRICING

PRICING SECTION

Schedule of Hourly Billing Rates

Personnel Classification	Typical Work Tasks	Hourly Billing Rate
Principal	Contract/project management	$134.00
Project Manager	Direct technical service(s)/operations	$129.00
Senior Environmental Scientist	Review/develop technical plans and reports	$103.00
Environmental Scientist	Develop technical reports and plans	$88.00
Field Scientist/Technician	Collect field data and prepare notes/draft reports	$57.00
Transportation & Disposal Coordinator	Identify and recommend the appropriate method(s) for T&D	$88.00
Health & Safety Coordinator	Prepare HASPs and conduct field/project safety audits	$88.00
Cadd Operator/GIS	Develop project graphics and images	$93.00
Accountant	Manage project controls and procurement	$72.00
Field Site Supervisor	Direct field operations	$82.00
Administrative	Prepare project invoices	$52.00
Field Foreman	Direct small operations projects	$72.00
Equipment Operator	Operate various construction equipment	$52.00
Laborer	Support field service(s)/operations	$41.00

Description	**Per Hour**
Landfill Gas Analyzer w/ Technician to read Landfill Gas perimeter prober and well heads. Meter must be capable of reading CH_4 (% vol. & % LEL), O_2 (% vol.), CO_2 (% vol.), temperature and barometric pressure (similar to a Landtec GEM 5000).	**$65.00**

***Support vehicle rate is $60 per day.**

PRICING SECTION

Service Related Direct Expenses

Item	Quantity	Unit Cost ($)
Air Compressor, 185 cfm	day	97.00
Air Stripping Tower (50 gpm)	day	75.00
Air Stripping Tower (100 gpm)	day	150.00
Air Stripping Tower (300 gpm)	day	300.00
Automobile	day	60.00
Backhoe (Case 580 or Equal.)	day	250.00
Boat, Jon	day	150.00
Boat, 16' with outboard	day	380.00
Bulldozer (Cat D4 or Equal.)	day	365.00
Bulldozer (Cat D6 or Equal.)	day	525.00
Camera, Digital/Conventional	day	TOT
Carbon Cell (4K lb capacity Liquid	day	95.00
Cellular Telephone	day	TOT
Chain Saw	day	45.00
Computer (Portable PC)	day	35.00
Cut-Off (Partner) Saw	day	90.00
Concrete Coring Machine	day	105.00
Crane (35 ton)	day	1,235.00
Dremel Tool/Portable Electric Drill	day	TOT
Drum Dolly	day	TOT
Drum Pump	day	18.00
Excavator (Cat 320 or Equal.)	day	575.00
Excavator (Cat 330 or Equal.)	day	890.00

PRICING SECTION

Service Related Direct Expenses

Item	Quantity	Unit Cost ($)
Ferromagnetic Surveyor	day	100.00
Fiber-Optic Burrow Camera	day	240.00
Full-Face Respirator	day	10.00
Generator, 15 KW	day	100.00
Generator, 50 KW	day	175.00
Generator, 120 KW	day	200.00
GPS, Differential	day	60.00
GPS, Hand Held	day	10.00
Hand Auger (Stainless Steel)	day	TOT
Hydraulic Hoe Ram JD 490 or Equal.	day	416.00
Hydraulic Shears (490 ton)	day	250.00
Jack Hammer, include hose/chisel	day	45.00
Loader (Cat 928 or Equal.)	day	425.00
Loader (Cat 936 or Equal.)	day	495.00
Loader (Cat 950 or Equal.)	day	650.00
Lowboy Trailer	day	160.00
Mammal Trap, Small (Sherman)	day	TOT
Mammal Trap, Large (Havahart)	day	25.00
Measuring Calipers	day	TOT
Over-the-Road Tractor	day	240.00
Pick-up Truck/Van	day	60.00
Power Auger	day	50.00
Pressure Washer, 5gpm, 1000 psi	day	50.00

PRICING SECTION

Service Related Direct Expenses

Item	Quantity	Unit Cost ($)
Reptile Tongs (40-inch)	day	TOT
Scale	day	15.00
Snake Proof Leggings	day	TOT
Temporary Concrete Barrier, 12 feet	day	28.00
Traffic Cones	day	TOT
Traffic Barricade (Type 2)	day	5.00
Trailer, Decontamination	day	55.00
Trailer, Office, Approx. 8' X 28'	day	35.00
Trench Box, 20' X 8'	day	215.00
Truck, 1-Ton Box	day	135.00
Truck, 1-Ton Stakebed	day	105.00
Truck, 2-Ton Stakebed	day	160.00
Utility Trailer	day	45.00
Vibratory Plate Compactor	day	70.00
Water Equipment		
Centrifugal Pump, 2"	day	50.00
Centrifugal Pump, 3"	day	65.00
Containment Boom, 4-Inch	day	27.00
Containment Boom, 6-Inch	day	36.00
Diaphragm Pump, 2"	day	57.00
Diaphragm Pump, 3"	day	75.00
Flow Meter	day	14.00
Holding Pool 12k (w/o liner)	day	85.00

PRICING SECTION

Service Related Direct Expenses

Item	Quantity	Unit Cost ($)
Peristaltic Sampling Pump (1 liter/min)	day	40.00
Trash Pump, 2"	day	85.00
Trash Pump, 3"	day	105.00
Submersible Pump	day	100.00
Sampling and Testing Equipment		
Aerosol Dust Monitor	day	25.00
Air Sampling Pump	day	30.00
Air Sampling Pump, Calibrator	day	10.00
Air Sampling System	day	100.00
Conductivity Meter	day	10.00
DO Meter	day	30.00
Data Logger	day	95.00
Explosimeter	day	55.00
Flame Ionization Detector (OVA)	day	75.00
Multi-meter (Horiba or YSI)	day	85.00
Noise Meter	day	20.00
Oil/Water Interface Probe	day	20.00
pH Meter	day	10.00
Photoionization Detector	day	65.00
Survey Instrument Set (Auto Level)	day	50.00
Thermometer	day	TOT
Turbidity Meter	day	36.00
Water Level Indicator	day	10.00

PRICING SECTION

Service Related Direct Expenses

Item	Quantity	Unit Cost ($)
Miscellaneous Equipment		
Re-activated Liquid Phase Granular Carbon	pound	1.75
Bailer, disposable (pre-cleaned Teflon)	each	12.00
Drum, 17H 55-gal open-top w/cover	each	45.00
Overpack Drums	each	150.00
Pool Liners, 12,000 gal.	each	450.00
Sorbent Boom	bundle	144.00
Sorbent Pads	bale	82.00
Sorbent Roll	roll	157.00
Sorbent Sweep	bale	92.00
150 gpm mobile treatment system	day	1050.00
400 gpm mobile treatment system	day	1050.00
Level D PPE	Person/day	10.00
Level C PPE	Person/day	100.00
Level B PPE	Person/day	150.00
Kits - See attachment for kit contents		
Soil Assessment Kit	day	200.00
Monitoring Well Installation Kit	day	275.00
Hydrogeologic/Pumping Test Kit	day	350.00
Groundwater Sampling Kit	day	500.00
RA Construction Kit	day	175.00
Operation and Maintenance Kit	day	200.00
SVE Test Kit	day	550.00

PRICING SECTION

Service Related Direct Expenses

Item	Quantity	Unit Cost ($)
Sparging Test Kit	day	900.00
Tank Pull Kit	day	2,600.00
Treatment System Install Kit	day	1,250.00
Special Hydro Kit	day	500.00

TOT: Tools of Trade provided at no additional costs

Non-Shaw owned equipment will be provided at cost plus 10%.

Subcontracted services including but not limited to material transportation and disposal, survey, laboratory testing, and drilling will be provided at cost plus 10%.

KIT CONTENTS

	KIT	TOTAL	CONTENTS
1.	Soil Assessment Kit	$200/day	
			OVA
			GPS
			Hand auger
			Modified level D for 2 people
			Vehicle
			Expendables
2.	Monitoring Well Installation Kit	$275/day	
			Survey equipment set
			Water level indicator
			OVA
			Oil-water probe
			Teflon bailer
			Modified level D for 2 people
			Vehicle
			Expendables
			GPS
3.	Hydrogeologic/Pumping Test Kit	350/day	
			Water level indicator
			Modified level D for 2 people
			Vehicle
			Generator
			Data logger with transducers
			Expendables
4.	Groundwater Sampling Kit	500/day	
			Water level indicator
			Oil-water probe
			Vehicle
			Modified level D for 2 people
			Pump
			Generator
			Conductivity meter, pH meter, thermometer (set)
			DO Meter
			Turbidity Meter
			Teflon bailers (6)
			Expendables

-	KIT	TOTAL	CONTENTS
5.	RA Construction Kit	$175/day	
			OVA
			Vehicle
			Modified level D for 2 people
			Expendables
6.	Operation and Maintenance Kit	$200/day	
			Water level indicator
			OVA
			Oil-water probe
			Modified level D for 2 people
			Vehicle
			Expendables
7.	SVE Test Kit	$550/day	
			Vacuum Blower (100 scfm)
			Magnehelic gauges
			Generator (15kw)
			SVE screen (10 ft)
			OVA
			Air flow gauge
			Vehicle
			Level D-protection 2 people
			Expendables
8.	Sparging Test Kit	$900/day	
			Vacuum Blower
			Air Compressor
			Generator (15kw)
			OVA
			Explosimeter
			Vehicle
			Magnehelic gauges
			Pressure regulators
			DO meter
			ReDox meter
			Temp, pH, conductivity meter
			Water level indicator
			50 ft high-pressure air line
			Expendables

	KIT	TOTAL	CONTENTS
9.	Tank Pull Kit	$2,600/day	
			Excavator Cat 320 or Equal
			Chain
			Spar-resistant straps
			Fire extinguishers
			Vent pipe
			Plugs
			Partner saw
			OVA
			Dry ice
			Nitrogen
			Gas diffuser
			Cutting torch
			Utility trailer
			OTR Tractor
			2-ton stake truck
			Level D protection 4 person crew
			Shears (200 ton)
			Explosimeter
			Metal detector
			Expendables
10.	Treatment System Install Kit	$1,250/day	
			Explosimeter
			OVA
			Expendables
			Modified level D for 4 people
			Vehicle
			Generator (15kw)
			Jack Hammer
			185 cfm Compressor
			Utility trailer
			Mini Ram, Air Sampling System
			Survey Equipment
			Power Tools
			1-ton truck
			Partner saw
			Backhoe

	KIT	TOTAL	CONTENTS
11.	Special Hydro Kit	$500/day	
			Water level indicator
			Modified level D for 2 people
			Vehicle
			2-inch pump
			Redi Flo 2 with converter
			Generator
			Data logger with transducers
			Expendables

Subcontracted services including but not limited to material transportation and disposal, survey, laboratory testing, and drilling will be provided at cost plus 10 %

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process
Vendor will accept payment using the County's VISA-based electronic payment system: ☑ Yes ☐ No

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☑ Yes ☐ No (Check one)

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? ☐ Yes ☑ No (Check one)

Reciprocal Vendor Preference:
Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:
1. Primary business location of the responding vendor (city/state): 1228 Winter Garden Vineland Road, Winter Garden, FL
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☑ No If "yes" is checked, provide supporting detail: _____

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 bid 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.

_____

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: Shaw Environmental, Inc.

Street Address: 1228 Winter Garden Vineland Road, Winter Garden, Florida 34787

Mailing Address (if different): _____

Telephone No.: 407-287-3218 Fax No.: 407-287-3201 E-mail: curtis.lee@cbi.com

FEIN No. 77 - 0589932 Prompt Payment Terms: 0.5 % 15 days, net 30

Signature: _____ Date: June 19, 2013

Print Name: Curtis Lee Title: Gulf Atlantic District Manager