

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND

FOR
STRUCTURAL INSPECTION AND CONSTRUCTION MATERIALS TESTING FOR
THE LAKE COUNTY PARKING GARAGE AND 320 WEST MAIN BUILDING
RSQ #08-0203

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 _____, a _____ corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Statements of Qualifications (RSQ), #08-0203 for procurement of services under the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ #08-0203 was issued and Procurement Services did seek proposals from firms qualified to provide Structural Inspections for a Threshold Building and to provide Construction Materials Testing for the Lake County Parking Garage and the 320 West Main Office Building; and

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

WHEREAS, the COUNTY did hold a negotiation meeting in which the COUNTY and the CONSULTANT did reach mutual agreement as to the terms and conditions of such services; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, 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 by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to provide Structural Inspections for a Threshold Building and to provide Construction Materials Testing for the Lake County Parking Garage and the 320 West Main Office Building

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to perform the services set forth herein in **Exhibit A**, known as the Scope of Services, attached hereto and incorporated herein by reference.

3.2 This Agreement shall be effective for _____ (__) month period immediately following the date of final execution. The COUNTY reserves the sole right to extend this Agreement for an additional _____ (__) month period at the same pricing structure, scope of services and terms and conditions.

3.3 The CONSULTANT shall coordinate 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.

3.4 The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site to the extent said property is impacted by CONSULTANT'S entry, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

3.5 CONSULTANT acknowledges that time is of the essence in carrying out CONSULTANT'S responsibilities under this Agreement. CONSULTANT shall begin work immediately after issuance of the Notice to Proceed.

3.6 The CONSULTANT shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents. Whenever the COUNTY shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon notice, be discharged from the work and shall not again be employed on the work 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, or may suspend the work with approval of the COUNTY until such orders are complied with.

3.7 No alcoholic beverages nor drugs are permitted on any County properties or project sites. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

3.8 The County reserves the option of negotiating with the CONSULTANT for similar services for the Judicial Center Expansion Project.

Article 4. Payment

4.1 Payment shall be made as set forth herein in **Exhibit B**, known as Summary Fee Sheets, attached hereto and incorporated herein by reference. In no event shall the contract amount exceed \$ _____ (_____ Dollars) unless a change order has been executed in accordance with the COUNTY'S Purchasing Policy and Procedures. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 Invoices shall be submitted in duplicate to the **Department of Capital Construction and Facilities, c/o Jim Bannon, Director, P.O. Box 7800, Tavares, Florida 32778**. Each invoice shall contain the RSQ number and a detailed description of services and fees. CONSULTANT shall submit invoices at the end of each month documenting the percent of completion of each task and requesting payment based upon such percent completion.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 CONSULTANT and COUNTY hereby agree that the hours of service set forth in **Exhibit B** for each project are projected hours of service and that the CONSULTANT'S actual time may be more or less than the budgeted hours. The COUNTY shall pay the CONSULTANT only for the lump sum budget as set forth in section 4.1 above.

4.6 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference. 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.

4.7 **In the event a specific project 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 receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.**

Article 5. County Responsibilities

5.1 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.

5.2 COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available GIS data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 **Qualifications.** All 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 work required under this Agreement. Threshold inspectors must be certified, licensed, or registered under Chapter 471, Florida Statutes, as an engineer, or under Chapter 481, Florida Statutes, as an architect.

6.2 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.

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. At least 30 days prior to Termination for Cause, County shall notify CONSULTANT in writing of CONSULTANT'S default or negligence and afford CONSULTANT opportunity to correct any default or negligence.

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 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.

6.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract 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.

6.4 Insurance and Bond. CONSULTANT shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. 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:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | | |
|-----|-----------------------------------|-------------|
| (X) | General Liability | |
| (X) | Each Occurrence/General Aggregate | \$1,000,000 |
| (X) | Products-Completed Operations | \$1,000,000 |
| (X) | Personal & Adv. Injury | \$1,000,000 |
| (X) | Fire Damage | \$50,000 |
| (X) | Medical Expense | \$5,000 |
| (X) | Contractual Liability | |

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

| | |
|------------------------------|-----------|
| Combined Single Limit | \$300,000 |
| or | |
| Bodily Injury (per person) | \$100,000 |
| Bodily Injury (per accident) | \$300,000 |
| Property Damage | \$100,000 |

- (X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the:

- (X) general liability policy
() automobile liability policy

- (X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

- (X) Professional liability (medical malpractice, engineers, architect, consultant, environmental, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

- (X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change or cancellation of the required insurance.

- (X) Certificates of insurance shall identify the RSQ number, contract, project, etc. in the Description of Operations section of the Certificate.

- (X) CONSULTANT shall be responsible for subcontractors and their insurance.

- (X) 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

CONSULTANT Liability Insurance policies shall be endorsed to add COUNTY as an additional insured for General Liability Insurance. Additionally, CONSULTANT shall be responsible for payment of all deductibles and self-insurance retention on CONSULTANT Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to COUNTY by certified mail.

6.5 Indemnity- County. CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

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

6.7 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 remain the property of COUNTY including any applicable copyrights. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. 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.

6.8 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. Notwithstanding the above, CONSULTANT shall be entitled to retain a copy of all Materials and Deliverables for its files.

6.9 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.

6.10 Accuracy. 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 negligent errors, omissions or other deficiencies in its designs, drawings, reports or other services. In performing its professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the CONSULTANT's undertaking herein or its performance of services, and it is agreed that the CONSULTANT is not a fiduciary with respect to the COUNTY.

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

6.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding \$150,000, the firm awarded the contract 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 contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual

unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

6.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a 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.

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

6.15 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.

6.16 Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall 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 shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright 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.

6.17 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with 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/or 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.

Article 7. General Conditions

7.1 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.

7.2 Neither Party may assign any rights or obligations under this Agreement or any claim arising out of the performance of this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 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.

7.4 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.

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

7.6 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.

7.7 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, discriminate 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.

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

7.9 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.

7.10 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:

If to COUNTY:
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

cc: Jim Bannon, Director
Project Manager
P.O. Box 7800
Tavares, Florida 32778

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

Article 8. Scope of Agreement

8.1 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.

8.2 This Agreement contains the following Exhibits:

| | |
|-----------|--------------------|
| Exhibit A | Scope of Services |
| Exhibit B | Summary Fee Sheets |

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 _____ day of _____, 2008 and by CONSULTANT through duly authorized representative.

CONSULTANT

Name: _____
Title: _____

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

Welton G. Cadwell
Chairman

This _____ day of _____, 2008

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

A. STRUCTURAL INSPECTION PLAN FOR THRESHOLD BUILDINGS

CONSULTANT shall, in accordance with Section 553.79(5), Florida Statutes, perform Structural Inspection for Threshold Building services for the Lake County Parking Garage (the “Facility”) and shall prepare a Structural Inspection Plan (the “Plan”).

The CONSULTANT shall review all relevant information to determine the scope of testing services required. Copies of drawings and specifications can be obtained from Winter Park Blue printing company at the CONSULTANT’S expense.

The Plan is intended as a guide for the Special Inspector so the Facility can be inspected for compliance with the Contract Documents. The Special Inspector’s local and state statutory duties are not intended to be modified by this Plan. Local and state statutory requirements for Special Inspectors shall supersede any requirements of the Plan that are in conflict. Further, the Construction Manager’s contractual and statutory obligations and duties are not modified by the Special Inspector. The Construction Manager has the sole responsibility for repair or replacement of any part or portion of the structure not constructed in accordance with the Contract Documents. The Special Inspector does not replace the duties of the Building Official’s Inspector nor the quality control personnel of the Construction Manager nor the duties of the Owner’s construction materials testing agency.

The Special Inspector is obligated to both the Owner and the Building Official for observing that the work is executed in full accordance with the Contract Documents and the Building Code. The Contract Documents are defined as the permitted Plans and Specifications, Addenda, and Change Orders. Inspections shall be conducted in such a manner so as not to delay progress of the project.

I. GENERAL

- A. The Special Inspector shall be on-site to visually inspect the structural components that cannot be visually inspected after installation or construction.
- B. The scope of the inspection shall include, but shall not necessarily be limited to, the items listed in the Plan. All structural components that are related to the public health, safety or welfare are to be inspected by the Special Inspector.
- C. The Special Inspector’s main function is to assure that the structural components are constructed in accordance with the Contract Documents and the Building Code. The Special Inspector shall bring items within the Contract Documents that appear to be in conflict with other items in the Contract Documents or the

Building Code to the immediate attention of the Architect and Owner for clarification/resolution.

- D. The Special Inspector shall review and become familiar with approved shop, placement, and sequencing drawings prior to inspecting the work. The Special Inspector shall verify that shop, placement, and sequencing drawings specified as requiring approval have approval stamps and are approved. Approval shall be by the Architect and the Construction Manager or by the Construction Manager where the Architect's approval is not required by the specifications.
- E. The Special Inspector shall immediately notify the Construction Manager and the Owner of any part or portion of the structure not constructed in accordance with the Contract Documents and the Building Code. Deviations that are not immediately corrected and brought into conformance shall be reported to the Construction Manager in writing and copies thereof immediately submitted to the Owner, Architect and Building Official. The Special Inspector is responsible for verifying non-conforming parts or portions of the structure are corrected in conformance with the Construction Documents or in conformance with remedial drawings or procedures. Corrections in conformance with the Contract Documents require no action from the Engineer of Record. Corrections that deviate from the Contract Documents require an analysis and remedial drawings and procedures. Remedial drawings and procedures shall be prepared, and signed and sealed, by a Professional Engineer registered in the State of Florida and experienced in the type of work required. The Construction Manager shall retain the Professional Engineer who prepares the remedial drawings and procedures. Remedial drawings and procedures require review by the Engineer of Record prior to beginning remedial work.
- F. The Special Inspector shall keep a daily written record identifying type and location of structural component work being done, items inspected, deviations from the Contract Documents, record of placing and method of curing concrete, including weather, temperature, time of day and other information as required by the Building Official. A weekly progress report of daily inspections shall be submitted to Owner, Architect (include an additional copy to the attention of the Structural Engineer of Record), Construction Manager and Building Official. The weekly progress report shall be a general summary of the daily inspection reports and should not require reference to daily reports to understand the summary. Include in the weekly progress report a log of deviations reported in Item E and their current status. Corrected items are to be removed from the list after they have been indicated as corrected for two reports. Weekly progress reports shall be prepared by and be signed and sealed by the Special Inspector. Each weekly progress report shall include a statement indicating that the inspections were performed under the Special Inspector's direct supervision and that the structural components reported are being constructed, except for the deviations noted, in accordance with the Contract Documents and the Building Code.

- G. Submit a signed and sealed Certificate of Compliance to the Building Official, Owner and Architect stating that the structural components and other work inspected by the Special Inspector complies with the Contract Documents and the Building Code. Submit Certificate upon completion of the structure and prior to the issuance of a Certificate of Occupancy.

II. AUGERED CAST-IN-PLACE PILES

- A. Verify size, reinforcement and grade locations comply with Contract Documents and approved shop drawings.
- B. Attend pre-installation conference.
- C. Confirm test pile program has been approved by Owner's Geotechnical Engineer. Confirm pile test structure has been designed by Construction Manager's registered professional engineer and that he has signed and sealed pile test structure drawings. Confirm test structure constructed in accordance with test structure drawings.
- D. Confirm testing agency and Construction Manager's Land Surveyor performing specified duties during test pile and structure pile installation. Review reports of Testing Agency and Land Surveyor for accuracy.
- E. Verify piles installed in conformance with specified requirements. Verify damaged or misplaced piles are rejected and either withdrawn or replaced. Maintain sufficient records to verify accuracy of Testing Laboratory and Land Surveyor reports. Verify each pile installed in required location.
- F. Verify that grout cylinders have been taken and handled in accordance with Contract Documents.
- G. Verify pile cut-off elevations are correct and record lengths of piles driven.
- H. Observe grout placement and installation of reinforcement.

III. EXCAVATION AND BACKFILL

- A. Verify excavation, shoring and bracing were performed in accordance with Construction Manager's foundation consultant's requirements and drawings. Verify shoring and bracing drawings are signed and sealed by Construction Manager's foundation consultant. Verify Construction Manager's foundation consultant supervises excavation, shoring and bracing work.
- B. Observe excavations, bearing strata and sub-grade preparation. Verify removal of unsuitable material.

- C. Verify required tests were performed by testing agency for compliance with the Contract Document specification material testing requirements.
- D. Verify that over-excavation, and structural fill and backfill is performed and compacted in accordance with the Contract Documents. Verify that foundation bearing areas are compacted in accordance with specified requirements.
- E. Observe excavations of footings and verify proper size, depth and that bottom of footings do not extend below adjacent foundation elevations within a 1:1 slope.
- F. Verify utility trenches or other excavations do not extend below bottom of foundation elevations within a 1:1 slope from closest bottom edge of foundation.
- G. Verify proper drainage of excavated areas and that Construction Manager has not allowed water to accumulate in excavations.
- H. Verify drainage fill and foundation drainage systems are properly installed.
- I. Confirm waterproofing systems are in place prior to the Construction Manager beginning backfilling operations against below grade walls.

IV. SLABS-ON-GRADE

- A. Observe subgrade preparation including backfilling compaction and performance of compaction tests by testing agency prior to waterproofing system installation, and reinforcement and concrete placement.
- B. Note any alteration and subsequent replacement of subgrade materials by mechanical, electrical, or other trades during the performance of their work.
- C. Check placement of reinforcing steel and lap lengths of reinforcing steel at splice locations.
- D. Verify vapor retarder system is properly protected and installed according to manufacturer's written instructions.
- E. Verify placement of screeds to obtain proper level and thickness of slabs. Verify location of control joints and construction joints.
- F. Verify subgrade is moistened or other methods are used to prevent uneven curing of slab-on-grade. Observe concrete placement.
- G. Verify and observe slab curing procedure.

V. FORMWORK

- A. Observe general arrangement and location of forms for alignment, tightness, level, plumb and cleanness, and conformance with tolerances set forth in Contract Documents.
- B. Verify that locations of construction joints do not impair strength of structure and reinforcing continues through joint in required position. Verify specified size limitation on concrete placement not exceeded.
- C. Verify compliance with formwork shop drawings. Confirm shop drawings prepared by and signed and sealed by a professional engineer.
- D. Verify forms remain in place until specified requirements (based on concrete strength or age) for form removal has been complied with.
- E. Examine erected form work, shoring, and bracing for compliance with form work design, and that supports, fastenings, wedges, and ties are secure. Check support of forms for vertical and lateral stability.
- F. Observe forms and metal deck during concrete placement to detect abnormal deflections or other signs of distress and inform Construction Manager immediately if abnormal deflections or other signs of distress are observed.
- G. Verify formed openings are the required size as noted in the Contract Documents.
- H. Verify the use of foundation side forms where required.
- I. Review formed concrete surfaces for defects immediately after removal of forms. Verify Construction Manager repairs and patches defective areas immediately after removal of forms in accordance with specified procedures.

VI. REINFORCING

- A. Check grade, size, quantity and spacing of reinforcing bars and welded wire fabric (WWF) for conformance with Contract Documents and approved shop drawings. Immediately report non-conforming items or conflicts to Construction Manager or his designated representative before concrete is placed so that corrections may be made.
- B. Check minimum cover requirements.
- C. Check spacing of chairs and bolsters for proper support of reinforcing and WWF.
- D. Check rebar and WWF splice locations. Verify location and required length of lap for lap splices. Verify location and type of mechanical splices (compression or tension) for reinforcing requiring mechanical splices.

- E. Verify that reinforcement is free of mud, oil, excessive rust or other materials that adversely affect or reduce bond. Verify that reinforcing and WWF is adequately supported to resist displacement or shifting during concrete placement.
- F. Note proper placing of wall and column dowels. Verify that templates are used where required to maintain alignment of column dowels and reinforcing.
- G. Verify proper location, embedment, type, and threaded projection above top of concrete for anchor bolts.
- H. Verify embedments or sleeves do not interfere with the required location of reinforcing steel.

VII. JOINTS

- A. Note locations of construction or control joints in slabs. Verify that construction or control joints are located in accordance with Contract Documents or approved joint location plans.
- B. Verify location of expansion joint block outs in slab. Verify size type and location of expansion joint devices between structural elements and at supports.
- C. Verify water stops installed at construction joints in concrete elements scheduled to receive surface applied waterproofing.

VIII. OPENINGS

- A. Verify prior to concrete placement that Architect has approved openings if not shown on structural drawings. Record all slab openings.
- B. Verify placement of additional reinforcing around openings in cast-in-place concrete.
- C. Verify sleeves and blockouts installed prior to concrete placement.
- D. Verify that Architect has approved openings prior to coring or cutting opening.

IX. EMBEDDED ITEMS

- A. Verify location of conduits and pipes embedded in concrete elements are in conformance with Contract Document requirements or approved shop drawings. Verify that conduits and pipes do not disrupt the required location of reinforcing steel. Verify pipes, conduits, and sleeves do not disrupt reinforcing and that minimum cover and spacing is maintained.

- B. Verify reinforcing is not displaced beyond allowable tolerances due to location of embedded items.
- C. Verify location, type and size of embedments for precast concrete elements are in conformance with approved embedment location plans.
- D. Verify anchorage elements for structural precast panels are installed in walls or footings prior to concrete placement.

X. CONCRETE

- A. Review all aspects of transporting, handling, and placement of concrete to avoid segregation of aggregate or other effects of improper conveying of concrete.
- B. Maintain record of approved concrete mix designs and statement of intended use for each approved concrete mix design at site. Periodically inspect transit mix delivery slips to verify approved mix design and concrete design strength is supplied for structural elements being placed. Verify that elapsed time between batching and depositing of concrete is within allowable period.
- C. Verify that concrete unit weight meets the Contract Document requirements.
- D. Verify that addition of water to the concrete mix at job site is within Contract Document requirements.
- E. Observe concrete placement. Verify drop, vibration and consolidation aspects meet requirements of Contract Documents. Verify top of slab elevations, minimum slab thickness, and slopes.
- F. Verify that slump is measured in location(s) required by specification for each placement; increase frequency of slump measurements when mix consistency is in doubt.
- G. Verify that concrete test cylinders have been taken and handled in accordance with Contract Documents. Verify field cured concrete test cylinders are also stored in accordance with specified requirements.
- H. Verify that curing methods comply with Contract Document requirements. Verify concrete surfaces are finished in accordance with Contract Documents. Observe curing process and verify concrete is cured in accordance with specified requirements.
- I. Review concrete cylinder test reports. Verify that test reports accurately state the location of concrete placed. Report under strength or unusual test reports in the weekly progress report.

XI. PRECAST CONCRETE

- A. Observe structural and architectural precast units including, but not limited to, exterior wall panels, slabs, column covers, beams columns tees, walls and lintels, for structural damage or defects before installation. Verify facing mix is well integrated into back-up mix.
- B. Verify all in-plant tests required by Contract Documents have been performed. Verify in-plant concrete tests and piece marks agree with approved shop drawings.
- C. Attend Pre-Installation conferences.
- D. Confirm Testing Laboratory and Surveyor performing specified duties during installation of precast units. Review reports of Testing Laboratory and Land Surveyor for accuracy.
- E. Verify interface details between precast panels and cast-in-place walls have been coordinated.
- F. Verify bearing pad type, size, location and condition of bearing surface prior to erection of precast units.
- G. Confirm Construction Manager is providing temporary supports and bracing as required to maintain position, stability and alignment as units are being permanently connected. Confirm lifting and handling devices are removed or treated in accordance with the Contract Documents.
- H. Verify that survey has been performed for placement and accurate alignment of anchor bolts, plates or dowels in column footings, spread footings, and other supporting members.
- I. Verify anchorage elements of structural precast units installed in true and level bearing wall and foundation surfaces are within tolerances.
- J. Verify that structure and anchorage inserts not within tolerances required to erect precast units have been corrected before erecting precast elements.
- K. Verify precast connections to precast connections are in conformance with approved shop drawings. Confirm that at least two connections to structure at top and bottom of each precast panel are installed.
- L. Verify precast elements are installed in accordance with erection sequence plan.
- M. Verify that certified welders perform welded connections. Verify type of welding electrodes. Verify tests taken as called for in Contract Documents.

- N. For bolted connections, verify type of bolt, size, washers, and method of tightening.
- O. Verify panels to panel connections are performed in accordance with precast manufacturer's drawings, details, and procedures.

XII. MASONRY

- A. Verify that concrete masonry units (CMU), mortar, and grout comply with Contract Documents. Verify that prism tests are performed at specified frequencies.
- B. Verify placement of horizontal and vertical reinforcement and dowels as required by Contract Documents.
- C. Verify that cells are grouted solid at all vertical reinforcement locations; use observation holes at base of filled cells.
- D. Verify CMU lateral supports provided.
- E. Verify lintel type, size and locations.

XIII. ROOF

- A. Verify roof pitch and proper placement and installation of roof drains.
- B. Verify overflow scuppers and outlets and sized and located in accordance with the Contract Documents.

XIV. MISCELLANEOUS STEEL COMPONENTS

- A. Verify that handrails, guardrail, stairways, and elevator guide rails and beams meet requirements of Contract Documents.
- B. Verify all steel sizes, grades, locations and connections comply with Contract Documents.
- C. Verify that certified welders perform welded connections.
- D. For bolted connections, verify type of bolt, size, washers and method of tightening.
- E. Observe surface finishes.

- F. Verify roof and wall system connection components anchoring these elements to the structure, and to each other, are installed in accordance with approved shop drawings.

B. CONSTRUCTION MATERIALS TESTING

The CONSULTANT shall perform construction materials testing services for the Lake County Parking Garage and the 320 West Main Street Building.

The CONSULTANT shall review all relevant information to determine the scope of testing services required. Copies of drawings and specifications can be obtained from Winter Park Blue printing company at the Candidate's expense.

I. SCOPE

- A. The materials testing scope should include all required testing as outlined in the Construction Documents. The breakdown should correspond to the specification sections and should outline all required testing in each section, including quantities for each test. In addition to the requirements listed in the specifications and drawings, the scope should include the following:
 - 1. All anticipated travel, lodging and per diem expenses associated with the testing and inspection services provided in the scope.
 - 2. Attendance at pre-construction meetings held at the job site.
 - 3. Engineering review and project management expenses.
 - 4. Administrative and report preparation expenses.
 - 5. Reproduction and postage expenses.
- B. The proposal should include a breakdown of unit cost and quantity for all items within the lump sum price.

Also include in the lump sum price, retest costs for 25% of the anticipated tests. Additional testing and inspection needs that may arise during construction that are clearly outside the original scope will be paid on a unit cost basis. Please provide a list of current services and unit prices as a part of the proposal.

II. TESTING AGENCY RESPONSIBILITIES

- A. All test results and reports shall be provided to the A/E with copies sent directly to the Construction Manager. Deficiencies or deviations from design values should be identified in all reports.
- B. The testing agency shall coordinate directly with the Construction Manager for scheduling of all tests.

