AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
UNIVERSAL ENGINEERING SCIENCES, INC.
FOR ON-CALL GEOTECHNICAL ENGINEERING
RSQ # 12-0005C

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 Universal Engineering Sciences, Inc. a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Statement of Qualifications (RSQ), #12-0005, for procurement of on call geotechnical 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 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 on call geotechnical services as set forth in the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**, including but not limited to the following:

- Continuing on call geotechnical engineering;

- Geotechnical engineering service for work on specific projects listed in the County's Transportation Construction Program; and
- Any other geotechnical work which may be required by the COUNTY.

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 twelve (12) 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 twelve (12) 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 Since this is a continuing contract under the provisions of section 287.055, Florida Statutes, individual projects authorized under this Agreement shall not exceed $2,000,000.00 in construction costs or $200,000.00 for study activities.

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 B**. 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 RSQ 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 acknowledges and agrees that if the services provided under this Agreement are being supported in whole or in part by Federal and/or State funding, 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 RSQ 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. In accordance with Section 725.08, Florida Statutes, 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. 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 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider 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 Florida "Public Records" law, 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 the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. 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:

R. Kenneth Derick, MS, PE
3532 Maggie Boulevard
Orlando, Florida 32811

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	Scope of Services
Exhibit B	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 _____ day of _____, 2012, and by CONSULTANT through its duly authorized representative.

CONSULTANT
Universal Engineering Sciences, Inc.

R. Kenneth Derick, MS, PE
Senior V.P., Branch Manager

This 21st day of September, 2012.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

_____
Leslie Campione
Chairman

This _____ day of _____, 2012.

Approved as to form and legality:

_____
Sanford A. Minkoff
County Attorney

EXHIBIT A:
SCOPE OF SERVICES

1.2.1 Objectives

Geotechnical office review, field and lab test programs shall include at a minimum:

a. Review of the relevant FSGS guardrail map, NRCS soils map, and the potentiometric surface map of the Florida aquifer.

b. Standard penetration Test (SPT) borings within the footprint of foundation areas.

c. Power auger borings at site-wide locations.

d. Power auger borings in proposed stormwater management area.

e. Measurement of the depth to the stabilized water table in each bore hole.

f. Visual and tactile examination and classification of soil samples.

g. Fines fraction (i.e., percent passing the U.S. No. 200 sieve) and natural moisture content tests on selected soil samples.

h. Hydraulic conductivity tests (Laboratory falling head permeater test)

i. Engineering and technical services to evaluate the collected geotechnical data, perform analyses, and make recommendations, and prepare report.

j. Soils and Materials Testing

k. Geotechnical Investigations and Soil Testing

l. Asphaltic Concrete Inspection Services

m. Concrete Aggregate Tests (FOB Lab)

n. Construction Inspection

A detailed list of Testing and Inspection Services is attached in Exhibit B, with associated Pricing.

1.2.2 Baseline Scope of Work

Geotechnical investigation and recommendations for the new pavement areas including recommended pavement section, material and compaction requirements for subgrade, base course and asphaltic concrete surface, separation of base course from seasonal high water table, underdrain requirements (if any), general earthwork requirement for preparation of pavement subgrade, and recommended type and frequency of quality control tests.

Estimate seasonal high water table elevation at boring locations to provide guidance on grading of project areas to ensure adequate separation from the water table.

Provide groundwater aquifer parameters of proposed stormwater ponds, including:

a. Porosity of material within pond (p in %)
b. Base of aquifer elevation (b)
c. Seasonal high groundwater table elevation (WT)
d. Horizontal conductivity of aquifer (Kh)
e. Fillable Porosity of aquifer (n)
f. Unsaturated vertical infiltration rate (lv)

1.2.3 Geotechnical Materials Testing:

a. Testing field technicians shall be certified by appropriate, recognized agencies. Proof of certification shall be provided upon County request.
b. Testing equipment shall be tested and certified by appropriate, recognized agencies. Certification shall be provided upon County request.
c. Field sampling and testing shall be conducted in the manner prescribed by the Florida Department of Transportation's applicable specification and procedures.

1.2.4 On-Site Road Inspections:

a. Monitor on-site construction activities and inspect materials entering into the work as required to assure that the projects are completed in reasonable conformity with the plans, specifications, and other construction contract provisions. Keep detailed, accurate records of the construction contractor's daily operations and of significant events that affect the work. These records will be provided to the County and will become the County's property. Inspections may be daily or staged in accordance with Section 14.07.05(D), Lake County Land Development Regulations, as determined by the County.

b. Oversee the Work Zone Traffic Control Plan, implement and inspect maintenance of traffic devices in work zones.

c. Inform the County of any omissions, substitutions, defects and deficiencies noted in the work of the construction contractor. The County will determine corrective action to be taken.

d. Verify the acceptability of all materials and completed work items.

e. Document changes to the plans, specifications, or construction contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is within the scope and intent of the original construction contract. Notify the County of such changes and the estimated cost for approval prior to authorizing the work, unless it is an emergency.

f. Assure that the construction contractor is conducting inspections, preparing reports, and monitoring all stormwater pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide one (1)

inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Testing and Certification Program for Inspectors and Contractors." This inspector must be familiar with the requirements set forth in the Federal Register, Vol. 57, No. 187, dated Friday, September 5, 1992, pages 4412 to 4435, entitled "Final NPDES General Permits for Stormwater Discharges from Construction Sites" and guidelines developed by the County.

g. Video tape the pre-construction conditions throughout the project limits and provide a digital photo log of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. Retain a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:

i. Preconstruction Photographs
ii. Normal and exception progress of work
iii. Critical path activities
iv. Accidents showing damage
v. Unsafe working conditions
vi. Unusual construction techniques
vii. Damaged equipment or materials
viii. Any activity which may result in claims.

Photographs shall be provided as needed, but at least on a weekly basis. The photographs shall begin the day prior to the start of the construction and continue regularly throughout the project. Photographs shall be taken the days of conditional, partial and or final acceptance of the project.

1.2.5 Deliverables

A report documenting the geotechnical field and laboratory test data, interpretation of this data, results of analyses, and recommendations relative to the items listed under the objectives.

a. Site Vicinity Map (on USGS 7.5 minute series quadrangle base map).

b. NRCS soils map.

c. Boring Location Plan (on an appropriate base map)

d. Graphic Boring Profiles Showing the Interpreted Soil Stratigraphy (with annotated laboratory test results and water table measurements).

e. Testing reports, inspection records, and documentation as outlined in "Geotechnical Materials Testing" and "On-Site Road Inspections".

EXHIBIT B
CONSULTANT'S
PRICING

FEE SCHEDULE
RSQ 12-0005, GEOTECHNICAL ENGINEERING SERVICES

	Unit	Fee
Professional Serivces		
1 Senior Consultant (P.E.)	Per hour	$150.00
2 Principal Engineer (P.E.)	Per hour	$170.00
3 Senior Project Engineer (P.E.)	Per hour	$95.00
4 Project Engineer	Per hour	$90.00
5 Assistant Project Engineer	Per hour	$85.00
6 Senior Geologist/Scientist	Per hour	$120.00
7 Project Geologist/Scientist	Per hour	$100.00
8 Assistant Project/Geologist/Scientist I	Per hour	$85.00
9 Senior Project Manager	Per hour	$140.00
10 Project Manager	Per hour	$100.00
11 Senior Construction Manager	Per hour	$75.00
12 Engineer Assistant	Per hour	$65.00
Construction Monitoring and Field/Laboratory Testing Services		
13 Senior Engineering Technician	Per hour	$60.00
14 Engineering Technician	Per hour	$45.00
15 Pile Driving Analysis	Per day	$2,000.00
(lump sum includes CAPWAP, travel, mobilization, equipment, etc.)		
Design and Support Serivces		
15 Engineering Designer V	Per hour	N/A
16 Engineering Designer III	Per hour	N/A
17 Engineering Designer I	Per hour	N/A
18 Technical Draftsman, CADD	Per hour	$55.00
19 Administrative	Per hour	$45.00

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I. SOIL INVESTIGATIONS, TESTING AND MONITORING WELLS	Unit	Fee
A. Subsurface Soil Investigation		
1. Mobilization of Drilling Equipment:		
a. Standard drilling equipment (site accessible)	lump sum	$450.00
b. Bombadier	lump sum	N/A
c. Barge, small, not off-shore	lump sum	$1,500.00
d. Mudbug or Tripod Equipment	lump sum	$450.00
2. Soil Borings:		
a. Shallow manual auger borings	linear foot	$7.00
b. Power auger borings	linear foot	$9.00
c. Standard penetration test (SPT) borings:		
0 to 50 foot depths	linear foot	$11.00
50 to 100 foot depths	linear foot	$13.00
100 to 150 foot depths	linear foot	$16.00
additional SPT samples (0 to 100 feet)	each	$25.00
d. Rock coring:		
0 to 50 foot depths	linear foot	$24.00
50 to 100 foot depths	linear foot	$26.00
100 to 150 foot depths	linear foot	$35.00
e. Grout and seal boreholes (4-inch nominal diameter)		
0 to 50 foot depths	linear foot	$4.00
50 to 100 foot depths	linear foot	$4.00
100 to 150 foot depths	linear foot	$5.00
f. Install casing (4-inch):		
0 to 50 foot depths	linear foot	$6.00
50 to 100 foot depths	linear foot	$7.00
100 to 150 foot depths	linear foot	$8.00
g. Premium for drilling done with Bombadier, Barge, holiday, weekends or night work time (x) the normal rate		1.5
h. Support water truck	per day	$400.00
3. Muck Probes/Wash Borings, Manual:		
2-man party	per day	$900.00
3-man party	per day	$1,200.00

4. Undistrubed Samples (Shelby Tube):		
0 to 50 foot depths per sample	each	$75.00
50 to 100 foot depths per sample	each	$125.00
5 Drill Rig Crew (time basis):		
2-man crew	per hour	$180.00
3-man crew	per hour	$240.00
B. Environmental Drilling and Groundwater Monitoring Wells		
10-foot screen, 20/30 silica, bentonite, grout		
1. 2-inch and 4-inch Drilled Wells:	***2-inch***	***4-inch***
0 to 20 foot depths, per linear foot	$30.00	$43.50
20 to 50 foot depths, per linear foot	$37.50	$43.50
50 to 100 foot depths, per linear foot	$40.00	$55.00
100 to 150 foot depths, per linear foot	$43.00	$60.00
2. Temporary Groundwater Level Monitoring Wells, PVC Casing:	***2-inch***	***4-inch***
0 to 20 foot depths, per linear foot	$27.50	$37.50
20 to 50 foot depths, per linear foot	$27.50	$37.50
50 to 100 foot depths, per linear foot	$27.50	$40.00
100 to 150 foot depths, per linear foot	$31.50	$42.00
3. 6-inch Surface Casing Prices: 6-inch diameter schedule 40 PVC, grouted in place:		
0 to 20 foot depths	linear foot	$70.00
20 to 50 foot depths	linear foot	$70.00
50 to 100 foot depths	linear foot	$80.00
4. Manhole or Riser-type Well Cover with 2 ft. x 2 ft. Concrete Pad	each	$400.00
5. Direct Push Groundwater Sampling	per event	$175.00
6. Decontamination of Equipment for Wells	per event	$250.00
7. Special Covers and Equipment for Wells	each	$150.00
8. Abandonment of Wells (permit not included)	linear foot	$14.00
9. Recovery Well Installation:		
4-inch PVC	linear foot	$55.00
6-inch PVC	linear foot	$65.00
8-inch PVC	linear foot	$80.00

10. Field Permeability Testing:		
a. Slug injection/withdrawal permeability test	each	$375.00
b. Double-ring infiltrometer test (DIT)	each	$425.00
11. General Field Equipment:		
a. Data logger (includes 1 transducer)	per day	$350.00
b. Organic vapor analyzer	per day	$100.00
c. Photo ionizaiton detector	per day	$100.00
d. Methane detector	per day	$50.00
e. Generator (5 KW)	per day	$75.00
f. Steam cleaner	per day	$125.00
g. Surveying equipment for groundwater elevations	per day	$100.00
h. Centrifugal development pump	per day	$75.00
i. Submersible development pump	per day	$75.00
j. Peristaltic purging pump	per day	$100.00
k. Magnetometer	per day	$150.00
l. Product/water interface probe	per day	$80.00
m. pH meter	per day	$50.00
n. Conductivity meter	per day	$50.00
o. Water level indicator	per day	$40.00
p. Visqueen, max. 20-foot x 100-foot roll	per roll	$150.00
q. Storage drums, 55-gallon, reconditioned	per drum	$100.00
C. Laboratory and Field Analysis for Geotechnical and Hydro Environmental		
1. Identification:		
a. Natural moisture content, ASTM D-2216	each	$10.00
b. Unit weight and moisture content (undistrubed sample)	each	$25.00
c. Void ratio determination, additional	each	$25.00
d. Open shelby tubes	each	$25.00
e. Liquid and plastic limit, ASTM D-324 and ASTM D-424	per sample	$85.00
f. Shrinkage limit	per sample	$55.00
g. Specific gravity, ASTM D-854	per sample	$85.00

2. Grain Size Determinations:		
a. Sieve analysis, ASTM D-421, ASTM D-424	each	$70.00
b. Percent fines, ASTM D-1140	each	$35.00
c. Hydrometer analysis	each	$85.00
3. Consolidation Testing of Undistrubed Samples:		
a. Incremental consolidation test, ASTM D-2435:		
up to 10 load-unload increments	per test	$450.00
more than 10 load-unload increments, per add'l increment	increment	$75.00
b. Constant rate of strain consolidation, ASTM D-4186	each	N/A
4. Strength Tests:		
a. Strength index tests (torvane, penetrometer, etc.)	each	$0.00
b. Vane shear tests (field)	each	$150.00
c. Unconfined compression test, ASTM D-2166:		
strength only	each	$90.00
with stress-strain curve	each	$90.00
d. Triaxial test:		
unconsolidated-undrained, ASTM D28-50	each	$150.00
unconsolidated-undrained (with pore pressure response)	each	$325.00
consolidated-undrained (with pore pressure measure)	each	$325.00
consolidated-drained on sands	each	$150.00
consolidated-drained on clays	each	$325.00
use of fluids other than water, additional per test	per test	$500.00
e. Direct shear test (coarse grained soils):		
conventional 3-inch box shear	per load	$150.00
with stress reversals	per load	$200.00
conventional 12-inch box shear	per load	$350.00
set-up charge for geosynthetics (add'l. to load price)	each	$200.00
angle of repose	each	$75.00
f. Splitting tensile for rock cores	each	$80.00

5. Permeability Tests:		
a. Permeability test of sand	each	$125.00
b. Permeability test on fine grained soil:		
$k<10^{-3}$ cm/sec	each	$350.00
c. Permeation with fluids other than water, add'l per test	per test	$250.00
6. Geosynthetics:		
a. Geomembrane thickness, ASTM D-1593	per sample	$5.00
b. Geomembrane density, ASTM D-792	per sample	$65.00
c. Geomembrane tensile strength, ASTM D-638, machine and transverse direction	per set	$150.00
d. Geomembrane tear resistance, ASTM D-1004, machine and transverse direction	per set	$75.00
e. Weld peel and shear, ASTM D-413, ASTM D-882	per set	$100.00
7. Miscellaneous Testing:		
a. pH (water)	each	$20.00
b. Specific conductance (water)	each	$50.00
c. Flouride	each	$50.00
d. Sulfate	each	$40.00
e. Chloride	each	$40.00
f. Soil pH	each	$35.00
g. Soil specific conductance	each	$100.00
h. Soil resistivity, ASTM G-57	each	$100.00
i. Carbonate content	each	$250.00
j. Turbidity	each	$20.00
k. Corrosion resistance (pH, R, Cl, S)	each	$170.00
II. LABORATORY CONSTRUCTION MATERIALS	**Unit**	**Fee**
All listed test costs do not include costs for sampling, which will be charged at the appropriate hourly rate.		
A. Soils		
1. Standard Proctor, ASTM D-698, all methods	each	$85.00
2. Soil Cement Field Proctor, ASTM D-558	each	$85.00
3. Modified Proctor, ASTM D-1557, all methods	each	$85.00

4. Limerock Bearing Ratio, FDOT 5-515, 5 points	each	$250.00
5. California Bearing Ratio	each	$250.00
6. Florida Bearing Ratio	each	$250.00
7. Compaction Tests (minimum 4 per trip)	each	$21.00
8. Dry Preparation of Disturbed Soil and Soil Aggregate Samples	per test	$10.00
9. Organic Content	each	$40.00
B. Soil Cement		
1. Design in Accordance with PCA "Short Cut Procedures for Sandy Soils"	each	$300.00
2. For Wet/Dry Testing Add to Item 1 for Each Cement Content	each	$50.00
3. For Freeze/Thaw Testing Add to Item 1 for Each cement content	each	$50.00
4. Laboratory Testing of Compressive Strength Test Specimens for Construction Control (3 in set)	per set	$45.00
5. Depth Verification of Base Course and/or Stabilized Subgrade	each	$5.00
6. Field Inspection	per hour	$45.00
C. Concrete		
1. Concrete Compressive Strenght Tests:		
Sampling fresh concrete at job site, performing slump test, molding concrete cylinders, returning to project site to pick up test		
a. Set of 3 cylinders	per set	$85.00
b. Set of 4 cylinders	per set	$95.00
c. Additional cylinders	each	$10.00
d. Air content pressure method, ASTM C-173	each	$5.00
e. Extra slump test	each	$5.00
f. Unit weight	each	$5.00
g. Laboratory curing, capping and testing of cylinders molded at site by resident technician or sets delivered to laboratory by	per set	$40.00
h. Concrete cylinders cast by others, picked up, cured, tested and reported by laboratory (up to 5 per set)	per set	$45.00
i. Concrete cylinders, per cylinder (not includeing pickup charge)(billed at hourly rate)	hourly rate	$45.00
2. Coring and Testing Hardened Concrete:		
Concrete vertical coring of hardened concrete with ready access and for nominal size of 2-inch to 10-inch diameter cores and up to		
a. Mobilization of coring equipment:		
with power supplied	per site	$100.00
without power supplied	per site	$125.00

b. Coring: 2-person technician crew	per hour	$125.00
c. Curing, trimming, capping and testing cores for compressive strength	each	$15.00
3. Concrete Materials:		
a. Sieve analysis, dry, ASTM C-136, including finer than No. 200 sieve, ASTM C-177:		
fine aggregate	each	$45.00
coarse aggregate	each	$65.00
b. Specific gravity, ASTM C-127 or ASTM C-128:		
fine aggregate	each	$85.00
coarse aggregate	each	$125.00
c. Unit weight, ASTM C-29	each	$25.00
d. Organic impurities (colorimetric, ASTM C-40)	each	$40.00
e. Effect of organic impurities, ASTM C-87	each	$45.00
f. Clay lumps in aggregate, AASHTO T-112	each	$45.00
g. Soft particles, ASTM C-851	each	$65.00
h. Friable particles, ASTM C-142	each	$65.00
i. Abrasion, Los Angeles, ASTM C-131, includes preparation of sample, if uncrushed	each	$300.00
4. Mix Design or Verification:	***Design***	***Verification***
a. Initial mix, including test of fine and coarse aggregate, 6 confirmatory cylinders per mix	$850.00	$750.00
b. Confirmatory cylinder, one cylinder per mix	$15.00	$15.00
c. Flexural strength mix, 6 test beams including test of aggregate, per mix	$850.00	$750.00
d. Additional mix, 6 test beams, same aggregate, per mix	$650.00	$450.00
e. Lightweight aggregate mixes, each	$850.00	$750.00
f. Mix reviews and calculations, each	$250.00	$250.00
D. Asphaltic Mixtures		
1. Bitumen Extractions	each	$150.00
2. Gradations of Extracted Aggregates	each	$45.00
3. Marshall Stability and Flow Tests	each	$135.00
4. Field Density Determinations of Cores (not including coring costs)	per core	$15.00
5. Design Mixes (Marshall design method)	per design	$350.00
6. Mobilization of Coring Equipment:		
with power supplied	per site	$125.00

without power supplied	per site		$135.00
7. Coring for Thickness	per core		$50.00
III ENVIRONMENTAL			
A. Equipment Rental			
1. Organic Vapor Analyzer (OVA)	per day		$100.00
2. Data Logger/Pressure Transducer	per day		$145.00
3. Generator			
a. 5 KW generator	per day		$68.00
b. 10 KW generator	per day		$110.00
4. Sediment Core	per day		$50.00
5. Vibracore Sampler	per day	N/A	
6. Pump - Development/Dentrifugal	per day		$50.00
7. Shallow Groundwater Sampling Kit	per day		$85.00
8. Soil Sampling Kit	per day		$50.00
9. Air Quality Sampling Kit	per day		$55.00
10. Surveying Equipment	per day		$75.00
11. Water Level Indicator/Interface Probe	per day		$35.00
12. In-Line Filters	per day		$80.00
13. Sampling Supplies	per well		$40.00
14. 8 oz. Sample Jars with Lids, 24/case	per case		$8.75
15. Portable Remediation Unit			
a. 50 gpm w/airstripping unit and w/3 hp SVE blower	per day		$450.00
b. 75 gpm w/airstripping unit and SVE/AS	per day		$550.00
B. IDW Handling, Decontamination, Safety, Well Permits			
1. 55-gallon Steel Drums	each		$65.00
2. Transporting of Drums On-site	per hour		$55.00
3. OSHA Safety Devices (level C)	per day/man		$135.00
4. Permitting and Well Completion Report Processing	per hour		$50.00

IV. MISCELLANEOUS EXPENSES		
A. Printing and Reproduction (black and white, standard size)	per copy	$0.35
B. Printing and Reproduction (color, standard size)	per copy	$2.00
C. Photographic Film Costs and Development	per roll	N/A
D. Travel expenses such as mileage, meals, hotel and lodging shall be reimbursed in accordance with the per diem and travel expenses of the Florida Statutes, Chapter 112.061.		