



# LAKE COUNTY FLORIDA

## MODIFICATION OF CONTRACT

1. Modification No.: 1  Effective Date: February 16, 2017	2. Contract No.: 16-0605  Effective Date: February 15, 2016
3. Contracting Officer: Cathy Vanatta  Telephone Number: (352) 343-9489	5. Contractor Name and Address:  Ardaman & Associates, Inc. 8008 S. Orange Avenue Orlando, Florida 32809  Attn: Mark L. Mongeau, PE
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  Contract modification to extend for one (1) year expiring February 15, 2018.	
8. Contractor's Signature <b>REQUIRED</b>  Name: <u>Chank H. M.</u> Title: <u>Vice President</u> Date: <u>12-12-16</u>	9. Lake County, Florida  By: <u>Cathy Vanatta</u> Procurement Services Supervisor <u>12-13-16</u> Date
10. Distribution:  Original - Bid No. 16-0605 Copies - Contractor Contracting Officer	

FISCAL & ADMINISTRATIVE SERVICES – DIVISION OF PROCUREMENT SERVICES  
 P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473  
 Board of County Commissioners • [www.lakecountyfl.gov](http://www.lakecountyfl.gov)

TIMOTHY I. SULLIVAN  
District 1

SEAN M. PARKS, AICP, QEP  
District 2

WENDY R. BREEDEN  
District 3

LESLIE CAMPIONE  
District 4

JOSH BLAKE  
District 5



February 23, 2016

Mr. Mark L. Mongeau, PE  
Ardaman & Associates, Inc.  
8008 S. Orange Avenue  
Orlando FL 32809

Subject: Contract 16-0605 / On Call Building & Site Construction Inspection and Construction Materials Testing Services

Dear Mr. Mongeau:

The contract between Lake County and your firm in support of the subject contract effort has been approved by the Lake County Board of County Commissioners. Enclosed is an executed contract for your records. You will be contacted by the County's designated representative to initiate services under the contract in conjunction with issuance of a purchase order supporting project effort.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9765 or [dvillinis@lakecountyfl.gov](mailto:dvillinis@lakecountyfl.gov).

We look forward to working with you and anticipate our mutual success under this contract.

Sincerely,

Donna Villinis, CPPB  
Senior Contracting Officer

Copy: County Attorney  
Kristian Swenson, Director, Facilities and Fleet Management Department  
Contract File

PROCUREMENT SERVICES | *A division of the Department of Fiscal and Administrative Services*  
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*Board of County Commissioners • www.lakecountyfl.gov*

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA**

**AND**

**ARDAMAN & ASSOCIATES, INC.**

**FOR ON-CALL BUILDING AND SITE CONSTRUCTION INSPECTION AND  
CONSTRUCTION MATERIALS TESTING SERVICES**

**RSQ # 16-0605**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and Ardaman & Associates, Inc., a Florida for profit corporation, its successors and assigns, herein referred to as CONSULTANT.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Statements of Qualifications (RSQ) #16-0605 seeking firms or individuals qualified to provide on-call building and site construction inspection and construction materials testing services; and

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

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

**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**

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 building and site construction inspection and construction materials testing services, more specifically listed in subsection 2.2, for various government buildings and related improvements in Lake County, Florida. 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. 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.

**2.2** The CONSULTANT shall be capable of performing a variety of construction materials testing and inspection services on piles, site work, asphalt paving, concrete, reinforcing, formwork, precast systems, wall and window systems, steel framing, decking, masonry, roofing and other structural and site construction systems. Generally, the CONSULTANT shall be required to perform the following services as directed by task orders of various COUNTY departments, to include but not be limited to the following:

Inspection Services

Concrete mix design reviews  
Concrete reinforcement placement inspection  
Concrete reinforcement welding inspection  
Batch plant inspection  
Concrete placement inspection  
Steel fabrication inspection at plant  
Steel erection inspection  
Welding inspection  
Roofing and waterproofing inspection  
Decking  
Stair railing systems

Testing Services

Welding Certification Procedure  
Bolting Inspection  
Shear stud inspections  
Anchor tension testing  
Fireproofing density testing  
Concrete Compressive Strength Testing  
Slump Testing  
Curing Testing  
Aggregate Testing  
Density Testing  
Pull test epoxied rebar  
Moisture Control  
Particle Size Analysis  
Atterberg limits  
Triaxial Shear Strength Tests  
Flatness Testing  
Nuclear Gauge testing

**2.3** All sampling and testing provided under the scope of this Agreement shall follow the procedures established by the Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO) and all applicable state and federal regulations. When a project is ready for construction, CONSULTANT shall review all specifications, drawings, and other relevant information to determine the scope of testing services for each project. Copies of drawings and specifications shall be bot at the CONSULTANT's expense. All scope of work shall be negotiated on a project by projected basis, however material testing services shall be based upon the negotiated per test rate.

Construction and material testing services shall be provided in the sequence required by the project and shall be rendered in accordance with the project schedule and direction as provided by the Contractor. The CONSULTANT shall coordinate directly with the Contractor, and modify scheduling as needed and as directed by the Contractor.

All test results and reports shall be provided to the COUNTY and the Architect and/or Project Engineer of Record, with copies sent directly to the Contractor. Deficiencies or deviations from design values should be identified in all reports. All field and laboratory test data reports shall be mailed or delivered, at the expense of the testing Contractor, with postmark or delivery date not exceeding seven business days from the day testing is completed. CONSULTANT shall immediately notify the Contractor of any part or

portion of the work is not constructed in accordance with the contract documents and/or any noted building code. Deviations, which are not immediately corrected and brought into conformance, shall be reported to the Contractor in writing and copies thereof immediately submitted to the COUNTY and the Architect and/or Engineer of Record.

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

**2.5** This Agreement shall become effective on the first calendar day of the month succeeding approval of this Agreement by the Board of County Commissioners, or designee, unless otherwise stipulated by the COUNTY. Actual start of performance is contingency upon the completion and submittal of all required award-related documents. The initial term of this Agreement shall be one (1) year, and then this Agreement will remain in effect until completion of any expressed and/or warranty period. The COUNTY retains the right to re-initiate the Agreement after its expiration under the original, or any optional extension, term if additional work directly related to any projects performed under the continuing contract portion of the overall contract is required after such expiration occurs.

Prior to, or upon completion, of the initial term of this Agreement, the County shall have the option to renew this Agreement for four (4) additional one (1) year periods. The prices included in this Agreement shall prevail for the full duration of the initial term and any optional extensions. Continuation of this Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

**2.6** 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.

**2.7** 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).

**2.8** 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.

**2.9** 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 made in accordance with the hourly rates and fees set forth in Consultant's Pricing, attached hereto and incorporated herein as **Attachment A**. The personnel needed for each

individual project shall be determined once the CONSULTANT receives the Task Order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided.

**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 and the contract may be terminated.

**3.4** Other than the fees and rates set forth in Attachment A, 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 sub-consultants, 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. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall 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. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

**5.2** Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

**5.3** 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.

**5.4** Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY. 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.

5.5 Insurance.

A. 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. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, shall be furnished by CONSULTANT to the COUNTY must be received and accepted by the County prior to execution of this Agreement and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONSULTANT is in accordance with the following minimum limits:

- (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
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- (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

- (iv) 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 per claim and annual aggregate of \$2,000,000.

B. 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 all applicable policies, except workers' compensation and professional liability.

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

D. Certificate(s) of insurance shall identify the RSQ number in the Description of Operations section of the Certificate.

E. With the exception of the professional liability coverage, the certificate 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 by the COUNTY.

F. 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

G. 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.

H. 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 sub-consultant providing such insurance.

I. The CONSULTANT shall be responsible for sub-consultants and their insurance. Sub-consultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

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

**5.6** 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.

**5.7** Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-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.

**5.8** 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.

**5.9** 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.

**5.10** 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 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.

**5.11** 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.

**5.12** **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.

**5.13** 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.

**5.14** Accuracy and Standard of Care. 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 due to causes within its reasonable control. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. The standard of care for all professional engineering, consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

**5.15** 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.

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

**5.17** Prohibition Against Contingent Fees. CONSULTANT represents 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.

**5.18** Public Records/Copyrights.

A. 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/Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. 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.

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

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

**5.19 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 sub-consultants 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. Miscellaneous Provisions**

- 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 the CONSULTANT to remove any employee it deems unacceptable.
- 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** With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

**6.12** 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 sub-consultants will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

**6.13** 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.

**6.14** 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.

**6.15** 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:  
Ardaman & Assoc., Inc.  
8008 South Orange Avenue  
Orlando, Florida 32809

If to COUNTY:  
County Manager  
County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800 Tavares, Florida 32778  
Fax: 352-343-5618

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. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

**7.2** This Agreement contains **Attachment A – Consultant Pricing** which is incorporated herein.

*{Remainder of page left intentionally blank.}*

**Agreement between Lake County and Ardaman & Associates, Inc. for On-Call Building and Site Construction Inspection and Construction Materials Testing Services (RSQ #16-0605)**

**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 the same by Board Action on the \_\_\_\_ day of \_\_\_\_\_, 2016, and by CONSULTANT through its duly authorized representative.

**CONSULTANT**

ARDAMAN & ASSOCIATES, INC.

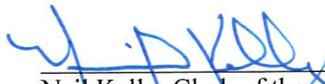
  
\_\_\_\_\_  
Nadim F. Fuleihan, President

This 22 day of January, 2016.

**COUNTY**

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

  
\_\_\_\_\_  
Sean M. Parks, Chairman

This 19th day of Feb., 2016.

Approved as to form and legality:

  
\_\_\_\_\_  
Melanie Marsh, County Attorney

**ATTACHMENT A - CONSULTANT PRICING**

Description	Item Unit	Ardaman Proposed
<b><i>PERSONNEL SERVICES (man-hour rates)</i></b>		
		<b>1/11/2016</b>
Senior Engineer, Senior Geologist	hour	\$ 158.00
Senior Project Engineer, Senior Project Scientist	hour	\$ 128.00
Project Engineer, Project Scientist	hour	\$ 112.00
Assistant Project Engineer, Assistant Project Scientist	hour	\$ 105.00
Staff Engineer, Staff Scientist	hour	\$ 95.00
Licensed Special (Threshold) Inspector (PE)	hour	\$ 133.00
Threshold Agent	hour	\$ 65.00
Engineering Technician V	hour	\$ 75.00
Engineering Technician IV	hour	\$ 68.00
Engineering Technician III	hour	\$ 60.00
Engineering Technician II	hour	\$ 55.00
Engineering Technician I	hour	\$ 50.00
Senior Certified Welding Inspector (SCWI)	hour	\$ 90.00
Certified Welding Inspector (CWI)	hour	\$ 75.00
CADD Operator	hour	\$ 52.00
Environmental Technician	hour	\$ 66.00
Construction Testing Project Manager	hour	\$ 90.00
Clerical Staff	hour	\$ 49.00
<b><u>SOIL TESTING</u></b>		
<b><i>LABORATORY TESTING</i></b>		
Atterberg Limits: Liquid limit and plastic limit	test	\$ 95.00
Grain size distribution (Sieve Analysis)	test	\$ 58.00
Percent fines (wash no. 200 sieve)	test	\$ 30.00
Organic content determination	test	\$ 25.00
Moisture content	test	\$ 12.50
pH	test	\$ 38.00
Resistivity	test	\$ 46.00
Chloride	test	\$ 38.00
Sulfate or sulfide	test	\$ 38.00
Corrosion resistance (pH,R,Cl,Su)	test	\$ 160.00
Florida bearing value (FBV)	test	\$ 45.00
Limerock bearing ratio (LBR)	test	\$ 265.00
California bearing ratio (CBR)	test	\$ 300.00
Standard or modified Proctor	test	\$ 85.00
Soil-cement, laboratory design mixes, PCA short cut method	design mix	\$ 375.00
Soil-cement compressive strength (3 pills/set)	set	\$ 85.00
Compressive strength, each additional SC pill	pill	\$ 25.00
<b><i>FIELD TESTING</i></b>		
Field density tests (plus technician time)	test	\$ 16.50
Soil-cement field proctor	hour	man-hour rates

<b><u>CONCRETE TESTING</u></b>		
<b>LABORATORY TESTING</b>		
Compression test of concrete cylinders	cylinder	\$ 12.00
Strength testing of concrete flexural beams	beam	\$ 35.00
Trimming, capping and testing of concrete cores	core	\$ 27.00
<b>FIELD TESTING</b>		
Making cylinders, including slump test, 5 cylinders per set (plus technician time)	set	\$ 30.00
Extra slump tests	hour	man-hour rates
Air content tests	hour	man-hour rates
Unit weight/yield of fresh concrete	hour	man-hour rates
Making concrete flexural beams, 3 beams/set (plus technician time)	set	\$ 60.00
Mobilization for concrete coring	mob.	\$ 145.00
Obtaining concrete cores	hour	man-hour rates
Moisture emission of concrete slabs; calcium chloride kit or humidity sensor		cost + 12%
Moisture emission of concrete slabs; equipment installation and monitoring	hour	man-hour rates
Floor flatness-levelness testing, equipment use	day	\$ 100.00
Floor flatness-levelness testing	hour	man-hour rates
Floor flatness-levelness summary report	report	\$ 150.00
<b><u>MASONRY TESTING</u></b>		
<b>LABORATORY TESTING</b>		
Compressive strength, ASTM C-140	unit	\$ 160.00
Absorption, moisture content, ASTM C-140	unit	\$ 27.00
Compressive strength of hollow masonry prisms, ASTM E-477, set of 3	set	\$ 265.00
Compressive strength of grouted masonry prisms or grout cubes	prism or cube	\$ 12.50
<b>FIELD TESTING</b>		
Making grouted masonry prisms or grout cubes (plus technician time)	prism or cube	\$ 12.50
<b><u>ASPHALTIC CONCRETE TESTING</u></b>		
<b>LABORATORY TESTING</b>		
Extraction and gradation	sample	\$ 160.00
Marshall stability	sample	\$ 105.00
Density and thickness of asphalt cores	core	\$ 42.00
<b>FIELD TESTING</b>		
Asphaltic concrete plant inspection (FDOT certified)	hour	man-hour rates
Mobilization for coring of asphalt pavement	trip	\$ 145.00

Coring pavement to obtain density and thickness samples	hour	man-hour rates
Patching core holes in asphalt	core	\$ 4.00
<b><u>STRUCTURAL STEEL/METALS</u></b>		
Visual inspection and bolt torque testing of structural elements (welds, bolts, decking, etc.)	hour	man-hour rates
Non-destructive testing equipment usage charge:		
a) Ultrasonic	hour	\$ 12.00
b) Magnetic particle	hour	\$ 12.00
c) Dye penetrant		price on request
d) Radiography		price on request
<b><u>STRUCTURAL INSPECTION</u></b>		
Reinforcing steel inspection	hour	man-hour rates
Monitoring construction of built-up roofing:	hour	man-hour rates
Analysis of new built-up roofing components (ASTM D-3617) - cutting, patching by contractor	hour	man-hour rates
Analysis of existing built-up roofing components (ASTM D-2829)	hour	man-hour rates
Special testing services:		
a) Vibration monitoring equipment usage	day	\$ 100.00
b) Ultrasonic testing of concrete		price on request
c) Pulse velocity testing		price on request
<b>Note:</b> Man-hour rates are charged from portal to portal		