LAKE COUNTY
FLORIDA

August 1, 2016

Mr. Richard L. Potts, Jr., P.G.
The Colinas Group, Inc.
377 Maitland Avenue
Suite 2012
Altamonte Springs, FL 32701

Subject: Agreement #16-0616B / Professional Geologic and Hydrogeologic Services

Dear Mr. Potts:

The agreement 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. Mr. David Salinas, Operations Compliance Specialist, Solid Waste Division, shall act as the County's project manager for subsequent project efforts.

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

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

Sincerely,

Donna G. Villinis, CPPB
Senior Contracting Officer

Copy: Solid Waste Division (David Salinas)
County Attorney's Office
Contract File

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE COLINAS GROUP, INC.
FOR AS-NEEDED GEOLOGIC AND HYDROGEOLOGIC SERVICES
RFP #16-0616B

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

WHEREAS, the COUNTY publicly submitted a Request For Proposals (RFP), #16-0616, seeking proposals from firms qualified to provide professional geologic and hydrogeologic services, including but not limited to: monitoring plan design, contamination assessments, providing oversight of new monitor well installation, and evaluating and recommending repairs to existing monitor wells, on an as-needed basis in conjunction with the COUNTY's needs; 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, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

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

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONSULTANT to provide professional geologic and hydrogeologic services, including but not limited to: monitoring plan design, contamination assessments, providing oversight of new monitor well installation, and evaluating and recommending repairs to existing monitor wells, on an as-needed basis in conjunction with the COUNTY's needs.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference. The CONSULTANT shall be governed by the Price Summary set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 This Agreement shall commence upon the date of execution by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall be twelve (12) months. The prices set forth in **Attachment B** shall prevail for the full duration of the initial term unless otherwise indicated elsewhere in this Agreement. Any proposed services that are not included in this Agreement shall not exceed what is reasonable and customary rate

for this area. The CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

3.3 The COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the CONSULTANT shall be notified in writing of the COUNTY's intent to renew. At that time, the COUNTY may consider an adjustment to price(s) based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the CONSULTANT's responsibility to request any pricing adjustment in writing under this provision. The CONSULTANT's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The CONSULTANT's adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONSULTANT, the COUNTY will assume that the CONSULTANT has agreed that the optional term may be exercised without a pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONSULTANT and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

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

Article 4. Payment

4.1 Payment shall be made in accordance with the Price Summary as attached in **Attachment B**. This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 Each individual task order/assignment shall outline the specific method of payment. Invoices shall be submitted to the requesting department for initial approval, unless otherwise specified. The invoices shall reflect the type of service provided to the COUNTY. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its

contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.3 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, shall be paid as set forth in **Attachment B**, attached hereto and incorporated herein by reference. The CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.4 In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one County staff member to act as COUNTY's Project Coordinator.

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

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

Article 6. Consultant's Responsibilities

6.1 The CONSULTANT shall perform the work described in the Scope of Services and the Scope of Work, attached and incorporated by reference herein as **Attachment A**.

6.2 The CONSULTANT shall assign the project personnel proposed in its submittal to the COUNTY's Request for Proposals (RFP) to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall coordinate and lead all meetings necessary to accomplish Scope of Services. Preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.4 The CONSULTANT shall manage all sub-consultants to fulfill this Scope of Services.

6.5 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

6.6 The CONSULTANT shall provide any requested progress or status reports necessary for grant administration.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this contract, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with County ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY's intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

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

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 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 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.

7.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

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

7.5 Independent Contractor. The 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 the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that 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.

7.6 Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or

deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the 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.

7.8 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 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. However, this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, 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. Should the CONSULTANT be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

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

7.10 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

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

7.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety Five Thousand dollars ($195,000.00), the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

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

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

7.15 Right to Audit. The County reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The 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. The 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. The 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.

7.16 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT 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 five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this 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 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 the 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 required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, dvillinis@lakecountyfl.gov.

7.17 Insurance. The CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

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

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts 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.

Employers 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

Professional liability and Environmental/Pollution liability insurance with the following minimum limits and coverage:

Each Occurrence/Annual Aggregate	$1,000,000/2,000,000

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.

The 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 provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

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.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.
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

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.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.
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 subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

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 subconsultant providing such insurance.

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.

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

7.18 Federal and/or State Clauses, Terms, and Conditions.

A. Use of the Federal E-Verify System

The 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:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and

2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

B. Employment of State Residents:

The CONSULTANT shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the CONSULTANT cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. The CONSULTANT must contact the Department of Economic Opportunity to post its employment needs in the state's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

C. Indemnification:

The CONSULTANT shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONSULTANT, its officers, agents or employees.

7.19 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.20 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.

7.21 Grant Funding. 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. 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.

7.22 Tobacco Products. Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any COUNTY owned building and property. Tobacco products include both smoking and smokeless tobacco.

7.23 Certificate of Competency/Licensure, Permits, and Fees. The CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply the subcontractor(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT.

7.24 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this Agreement, and the CONSULTANT shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT's operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the vendor.

7.25 Omission from the Specifications. The apparent silence of any specification and any addendum regarding any details related to the Project, or the omission from any specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of any specification shall be made upon the basis of this Agreement.

7.26 On Site Project Manager. The CONSULTANT shall appoint a specific project manager for the overall coordination and communication with the COUNTY. If the assigned project manager cannot be located on-site at all times, the CONSULTANT will assign a competent on-site operations manager who shall remain on the jobsite at all times during the progress of the work. The term "competent" includes the ability to clearly communicate, orally and in writing, in English. The on-site manager shall be the primary representative under this Agreement for the CONSULTANT. All authorized communications given to the on-site manager by the COUNTY, and all contract-related decisions made by the on-site manager, shall be binding to the CONSULTANT. The on-site manager shall be considered to be, at all times, an employee of the CONSULTANT under its sole direction and not an employee or agent of the COUNTY.

7.27 Training. Upon request, the CONSULTANT shall provide an intensive training program to COUNTY personnel regarding the services supplied by the firm in conjunction with this Agreement. The CONSULTANT shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

7.28 Bonds. The CONSULTANT shall provide a Performance Bond and a Payment Bond, on a form specified by the COUNTY, if or when required as outlined by the COUNTY at the time each individual task order/assignment is agreed upon.

7.29 Completion/Delivery and Liquidated Damages Requirements. Delivery and/or liquidated damage requirements will be outlined by the COUNTY at the time each individual task order/assignment is agreed upon.

7.30 Acceptance of Services. Each task order/assignment shall be inspected by an authorized representative of the COUNTY. This inspection shall be performed to determine acceptance of work, appropriate invoicing and warranty conditions. There may be other acceptance requirements which will be outlined at the time each individual task order/assignment is agreed upon.

If COUNTY staff finds major errors or corrections to a report, those requiring more than one hour of COUNTY staff time, then the COUNTY reserves the right to seek reimbursement for actual time spent.

In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the contract and will not be responsible to pay for any such service.

7.31 Warranty. Warranty requirements, if or when required, will be outlined by the COUNTY at the time each individual task order/assignment is agreed upon.

7.32 Task Orders. The COUNTY's authorized representative shall generate and issue a task order, or purchase order, for projects to be performed under this Agreement. The task order/purchase order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The task order/purchase order shall also include a cost estimate calculated by the COUNTY for the work listed on the task order/purchase order. This estimate shall be based on the unit or other pricing established in this Agreement. For purposes of identification and payment, the task order/purchase order shall be numbered and dated. The preliminary task order/purchase order describing the description of work and cost estimates shall be issued to the CONSULTANT if selected as provided herein.

The CONSULTANT shall be required to supply the COUNTY's authorized representative with a written price offer within a time frame specified by the COUNTY. If multiple contractors are solicited, the COUNTY shall select the lowest price offer; provided that the price does not exceed the dollar estimate calculated by the COUNTY. If a single contractor is solicited, the price offer shall be evaluated and, if

appropriate, accepted; provided that the price does not exceed the dollar estimate calculated by the COUNTY. If selected, the CONSULTANT shall then be entered on the task order/purchase order and that order will then be issued to the CONSULTANT. The task order/purchase order shall also direct the CONSULTANT to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the task order/purchase order. All work covered by a task order/purchase order shall constitute a Contract Schedule.

Article 8. Miscellaneous Provisions

8.1 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.

8.2 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.

8.3 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.

8.4 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.

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

8.6 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.

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

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

8.9 The 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. The 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. The CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-contractors. Even if the sub-contractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

8.10 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.

8.11 The CONSULTANT shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of this Agreement for default.

8.12 Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other 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 with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.13 The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this contract.

8.14 This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

8.15 The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the vendor(s) in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT. Exercise of the above options requires the prior approval of the Procurement Services Manager.

8.16 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.

8.17 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:
Richard L. Potts
Vice President
377 Maitland Avenue, Suite 2012
Altamonte Springs, Florida 32701

If to COUNTY:
County Manager
Lake County Administration Bldg.
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 9. Scope of Agreement

9.1 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.

9.2 This Agreement contains the following Attachments:

Attachment A	Scope of Services
Attachment B	Pricing Summary

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Agreement between Lake County, Florida and The Colinas Group, Inc., for As-Needed Geologic and Hydrogeologic Services; RFP #16-0616B

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 Chair and by CONSULTANT through its duly authorized representative.

CONSULTANT

Richard L. Potts
Vice - President
The Colinas Group, Inc.
License No: GB302

This 24 day of June, 2016.

COUNTY

Lake County, Florida

Sean M. Parks, Chairman

This 9th day of August, 2016

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

ATTACHMENT A

SCOPE OF SERVICES

Solid Waste Division Background and Scope of Services

The Lake County Public Works Department, Solid Waste Division, is responsible for the environmental monitoring of two solid waste management facilities: 1) Lake County Central Solid Waste Management Facility (with active and closed cells); and 2) Umatilla Landfill (currently closed).

All sampling services are performed by COUNTY staff. A portion of the laboratory analyses are performed in-house, with the remaining analyses performed by a contract laboratory. The COUNTY shall provide the laboratory data from both labs to the CONSULTANT in one data deliverable.

Services

Services to be performed by the CONSULTANT under this Agreement include but are not limited to:

- Provide professional geologic and hydrogeologic services, monitoring plan design, contamination assessments, and similar related tasks in conjunction with the COUNTY's needs
- Review, monitor well data and water levels
- Prepare event monitoring reports and contour maps for submission to the Florida Department of Environmental Protection (FDEP)
- Make recommendations about future landfill groundwater monitoring based on data findings
- Provide recommendations, using the landfill's entire history, for well abandonments and be able to articulate and justify those recommendations to the DEP on behalf of the COUNTY
- Obtain all required permits on behalf of the COUNTY
- Provide oversight for the installation of new monitoring wells
- Well installation, repair, and/or abandonment services (See Section 2.1.1)

The COUNTY will provide the following data and reports to the CONSULTANT:

- Laboratory analytical data will be provided in the FDEP approved format (currently ADaPT)
- GIS files of each facility
- Electronic copies of all field sampling data sheets
- Water level elevations for each sampling event
- Survey information

Well Installation/Repair/Abandonment Services

Installation, repair, and/or abandonment of monitoring wells shall be included under this contract; this portion may be subcontracted out by the CONSULTANT. The CONSULTANT shall be responsible for the oversight of any third party well installations, repairs or abandonments.

The monitoring wells are used for ground water quality sampling and analysis and for water level measurements. New wells shall be constructed according to the specifications and guidelines of the COUNTY, FDEP, EPA and other regulatory agencies. The CONSULTANT may be responsible for submitting plans or reports and obtaining approval for all work before and after completion through the

FDEP. The CONSULTANT and the COUNTY's Project Manager or their designee will accompany the drilling contractor to all sites for an initial visit and will be available to consult with the drilling contractor during field operations to determine well/boring depth and other matters that may arise. When drilling at landfills there is a possibility of encountering buried trash. The CONSULTANT may only subcontract out the physical installation, repair or abandonment of the monitoring wells.

Reporting Requirements

Reporting requirements are based on Rule 62-701.510 F.A.C.; however, the Monitoring Plan Implementation Schedule (MPIS) or permit language may dictate other, additional requirements.

The landfill owner or operator shall report all representative water quality monitoring results to the FDEP within 60 days from completion of laboratory analyses, unless a different due date is specified in the permit. This report shall also include any leachate monitoring results obtained in accordance with paragraph (6)(c) of this Rule. In accordance with subsections 62-160.240(3) and 62-160.340(4), F.A.C., water quality data contained in the report shall be provided to the FDEP in an electronic format consistent with requirements for importing into FDEP databases, unless an alternate form of submittal is specified in the permit. The permittee shall include Form 62-701.900(31), Water Quality Monitoring Certification, effective date January 6, 2010, hereby adopted and incorporated by reference, with each report certifying that the laboratory results have been reviewed and approved by the permittee. At a minimum, the report shall include the following:

1. The facility name and identification number, sample collection dates, and analysis dates.
2. All analytical results, including all peaks even if below maximum contaminant levels.
3. Identification number and designation of all surface water and ground water monitoring points.
4. Applicable water quality standards.
5. Quality assurance, quality control notations.
6. Method detection limits.
7. **STO**rage and RETrival STORET code numbers (unique to Federal Department Environmental Protection, for all parameters).
8. Water levels recorded prior to evaluating wells or sample collection. Elevation reference shall include the top of the well casing and land surface at each well site at a precision of plus or minus 0.01 foot (using a consistent, nationally recognized datum).
9. An updated ground water table contour map signed and sealed by a professional geologist or professional engineer with experience in hydrogeologic investigations, with contours at no greater than one-foot intervals unless site-specific conditions dictate otherwise, which indicates ground water elevations and flow direction.
10. A summary of any water quality standards or criteria that are exceeded.

A technical report, signed and sealed by the CONSULTANT's professional geologist, or the CONSULTANT's professional engineer with experience in hydrogeologic investigations, shall be submitted to the FDEP every two and one-half (2-1/2) years during the active life of the facility, and every five (5) years during the long-term care period. The report shall summarize and interpret the water quality and leachate monitoring results and water level measurements collected during the past two and one-half (2-1/2) years. The report shall contain, at a minimum, the following:

1. Tabular displays of any data which shows that a monitoring parameter has been detected, and graphical displays of any leachate key indicator parameters detected (such as pH, specific conductance, TDS, TOC, sulfate, chloride, sodium and iron), including hydrographes for all monitor wells.

2. Trend analyses of any monitoring parameters consistently detected.
3. Comparisons among shallow, middle, and deep zone wells.
4. Comparisons between background water quality and the water quality in detection and compliance wells.
5. Correlations between related parameters such as total dissolved solids and specific conductance.
6. Discussion of erratic and/or poorly correlated data.
7. An interpretation of the ground water contour maps, including an evaluation of ground water flow rates.
8. An evaluation of the adequacy of the water quality monitoring frequency and sampling locations based upon site conditions.

Qualifications

The CONSULTANT shall be legally qualified and licensed to practice geology in the State of Florida. CONSULTANT shall also have substantial experience in hydrogeologic studies, contamination assessments, and installation and repair of ground water monitoring water wells at landfills. The Professional Geologist shall maintain a current professional license throughout the term of any awarded contract and shall provide the COUNTY with a copy of that license.

Current Landfill Monitor Well Inventory

Lake County Central Solid Waste Management Facility
Fifty-four (54) MPIS wells (organics, indicators, metals)
Six (6) C&D wells (organics, indicators, metals)
Thirty (30) MOP wells (VOCs, indicators)
Umatilla Landfill
Twelve (12) MPIS wells (Chloride, arsenic, sodium, benzene, xylene)

Deliverables

When applicable, the CONSULTANT shall provide to the COUNTY the semi-annual reports as described above within thirty five (35) calendar days after receiving the completed laboratory analyses. The reports are to be submitted in Word format so that the track changes feature may be used. The COUNTY will then review the reports within five (5) calendar days and provide comments to the CONSULTANT. The CONSULTANT will incorporate the COUNTY's comments or respond to those comments and provide the final report for COUNTY review within five (5) calendar days, prior to the report being submitted to FDEP.

When applicable, the CONSULTANT shall provide to the COUNTY the technical reports as described above within thirty five (35) calendar days prior to the FDEP report due date. The reports are to be submitted in Word format so that the track changes feature may be used. The COUNTY will review the report and provide comments to the CONSULTANT within fifteen (15) calendar days of receipt. The CONSULTANT will incorporate the COUNTY's comments or respond to those comments and provide the final report for COUNTY review within five (5) calendar days, prior to the report being submitted to FDEP.

The CONSULTANT shall provide to the COUNTY a digital and a non-digital copy of any submitted reports made on the COUNTY's behalf.

The COUNTY will accept each well only after all well repairs, construction, development, sampling, cleanup and reporting have been performed in a satisfactory manner and has met with the approval and acceptance of the CONSULTANT.

The COUNTY reserves the right to meet with the CONSULTANT to discuss recommendations made in any report. All reports shall be signed and sealed by the Professional Geologist overseeing the project.

Costs/Fee Schedule

Fees shall be submitted pursuant to the Payment section (Article 4) contained herein.

ATTACHMENT B

PRICING SUMMARY

1	Professional Geologist	Hour	$ 135.00
2	Staff Geologist	Hour	$ 85.00
3	Environmental Technician	Hour	$ 75.00
4	Drafting Services	Hour	$ 60.00
5	CAD Technician	Hour	$ 60.00
6	Clerical / Administration Services	Hour	$ 45.00
	Other (List category w/UOM and unit pricing):		