

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the Lake County Water Authority (LCWA), policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the LCWA, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the LCWA prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the LCWA's Project Manager and County Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. 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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

v. The following additional coverage must be provided:

Loss of Use at coverage value: \$ _____
 Garage Keepers Liability at coverage value: \$ _____

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

B. LCWA and its Board, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the LCWA of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the LCWA, that coverage must 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 LCWA.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with the LCWA listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holders must be:
LAKE COUNTY WATER AUTHORITY
27341 FL SR-19
TAVARES, FL 32778

G. All self-insured retentions will appear on the certificates and will be subject to approval by the LCWA. At the option of the LCWA, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The LCWA will 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 will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the LCWA evidencing coverage and terms in accordance with the CONTRACTOR'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 the contract for default.

K. Neither approval by the LCWA of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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**AMENDMENT TO CONTRACT BETWEEN
LAKE COUNTY, FLORIDA AND
POWELL STUDIO ARCHITECTURE, LLC FOR
ON CALL ARCHITECTURAL SERVICES
RSQ# 21-0933C**

This is an Amendment to the contract between Lake County, Florida, a political subdivision of the State of Florida, referred to herein as COUNTY, and Powell Studio Architecture, LLC, a Florida limited liability company, its successors and assigns, referred to herein as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Quotes (RSQ) #21-0933 for procurement of services under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, the COUNTY and the CONSULTANT entered into a contract for the On Call Architectural Services (21-0933C) dated March 22, 2022 (hereinafter the "Agreement"); and

WHEREAS, the COUNTY and the CONSULTANT desire to amend the Agreement to provide clarification as to the scope of services and task order procedure.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants set forth in this Amendment, and intending to be legally bound, the parties hereby agree as follows:

1. **Legal Findings.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Amendment upon adoption hereof.

2. **Amendment.** Paragraph 3 of the Agreement, titled Scope, is hereby replaced and superseded as follows:

3. **Scope:** On the terms and conditions set forth in this contract, COUNTY hereby engages CONSULTANT and CONSULTANT agrees to provide the service in accordance with the Scope of Services, attached as **Exhibit A**, as modified or clarified by any addendums. It is understood that the scope of services may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the County's Purchasing Policies and Procedures. This is an open quantity contract. The COUNTY does not guarantee to the CONSULTANT any minimum amount of work throughout the term of this contract. CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific scope of services agreed to by the parties by way of a task order. All task orders shall be reviewed and approved by the Lake County Office of Procurement Services and the Lake County Attorney's Office for the COUNTY prior to the CONSULTANT beginning any work on the assigned project or payment being made to CONSULTANT.

The Agreement is hereby further amended to add the following paragraph.

47. **Certification Regarding Scrutinized Companies:** The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties,

AMENDMENT TO CONTRACT BETWEEN LAKE COUNTY, FLORIDA AND POWELL STUDIO ARCHITECTURE, LLC FOR ON CALL ARCHITECTURAL SERVICES; RSQ #21-0933C

attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

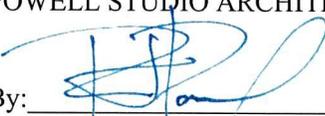
3. Effect of Amendment. This Amendment does not intend to modify any other conditions, terms or provisions of the Agreement and any other amendment or modification previously entered into by and between the COUNTY and the CONTRACTOR. To the extent this Amendment conflicts with the Agreement, this Amendment will govern.

4. Effective Date. This Amendment will go into effect on the date of the last party to sign.

IN WITNESS WHEREOF, the parties have made and executed this Amendment on the respective dates under each signature: the COUNTY through its authorized Procurement Services Director and the CONTRACTOR through its duly authorized representative.

CONSULTANT

POWELL STUDIO ARCHITECTURE, LLC

By: 
Robert J. Powell, President
License No. AR94675

This 25th day of January, 2023.

COUNTY

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Office of Procurement Services


Ron Falanga, Director

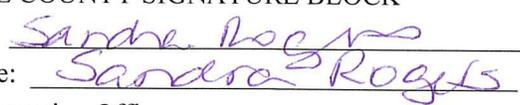
This 1st day of February, 2023.

Approved as to form and legality:


Melanie Marsh, County Attorney



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 4/1/2023	Contract Number: 21-0933C Title: <u>Architectural Services, On-Call</u> Effective Date: 04/01/2022
Contracting Officer: Sandra Rogers, CPPB E-mail: sandra.rogers@lakecountyfl.gov Telephone Number: 352-343-9832	Contractor Name and Address: Name: Powell Studio Architects, LLC Address: 713 W. Montrose Street City: Clermont, FL 34711 ATTENTION: Robert J. Powell, President
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: This contract modification is issued to extend the agreement for two (2) years, to expire on March 31, 2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u></u> Print Name: <u>Jeff Powell</u> Title: <u>President</u> Date: <u>January 5, 2023</u> E-mail: <u>jeff@powellstudioarch.com</u> Secondary E-mail: <u>admin@powellstudioarch.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u></u> Print Name: <u>Sandra Rogers</u> Title: Contracting Officer Date: <u>01-05-2023</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**CONTRACT FOR
ON CALL ARCHITECTURAL SERVICES
RSQ# 21-0933C**

This is a contract between Lake County, Florida, a political subdivision of the State of Florida, referred to herein as COUNTY, and Powell Studio Architecture, LLC, a Florida limited liability company, its successors and assigns, referred to herein as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Request for Quotes (RSQ) #21-0933 for procurement of services under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, following the guidelines set forth under such Act; and

WHEREAS, RSQ #21-0933 was issued and COUNTY did seek proposals from firms qualified to provide professional architectural services; and

WHEREAS, the CONSULTANT wants to perform such services subject to the terms of this contract; and

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

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

THEREFORE, the parties agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this contract is for CONSULTANT to provide various on call professional architectural services for the COUNTY, hereinafter referred to as the "service."
3. Scope: On the terms and conditions set forth in this contract, COUNTY hereby engages CONSULTANT and CONSULTANT agrees to provide the service in accordance with the Scope of Services, attached as **Exhibit A**, as modified or clarified by any addendums. It is understood that the scope of services may be modified by change order as the service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the County's Purchasing Policies and Procedures. This is an open quantity contract. The COUNTY does not guarantee to the CONSULTANT any minimum amount of work throughout the term of this contract.
4. Term: This contract will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners. This contract will remain in effect for one year with the option for two subsequent two-year renewals. Renewals are contingent upon written mutual agreement. The parties agree that the term may be extended until the completion of any express and implied warranty periods provided within this contract. Any work that commences prior to and will extend beyond the expiration date of the current contract period will, unless terminated by mutual written agreement between the parties, continue until completion under the authority of this contract.
5. Licenses and Permits: CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONSULTANT will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this contract. CONSULTANT will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.
6. Payment: COUNTY will pay and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule attached as **Exhibit B**. Contract

prices will prevail for the full duration of the Contract. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONSULTANT'S responsibility to request in writing any price adjustment. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. Rates: All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, will be considered part of overhead and will be included in CONSULTANT'S hourly labor rate. There will not be a charge less than \$25.00 showing on an invoice.

8. Rental: In the event that the CONSULTANT needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONSULTANT will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONSULTANT will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

9. Invoice: CONSULTANT will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 10 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service. All invoices will be accompanied by the PDF documentation required in the record keeping portion of this Scope of Services. The pricing section will include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONSULTANT will be allowed to charge a minimum of one hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour will be calculated into 15 minutes increments. The invoice will also include the price of the part to the CONSULTANT, the percentage of markup, the total percentage markup cost, and the total of the part.

10. Funding: In the event any part of this contract or the Service, is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONSULTANT by the COUNTY upon request.

11. County Responsibilities.

A. Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this contract. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. The COUNTY will pay in accordance with the provisions set forth in this contract. The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

12. Consultant Personnel

A. Key Personnel: In submitting a proposal, the CONSULTANT represented that each person listed or referenced therein is available to perform the Service 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 wishes to substitute personnel, the CONSULTANT will propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

B. Personnel: CONSULTANT will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONSULTANT fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

C. E-Verify: CONSULTANT will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of this contract; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

D. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Service site or adjacent thereto, the CONSULTANT, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONSULTANT will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONSULTANT believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If CONSULTANT fails to provide written notice within the 24-hour limitation noted above, CONSULTANT will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

13. Safety:

A. CONSULTANT will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONSULTANT will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONSULTANT will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONSULTANT.

B. CONSULTANT certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONSULTANT certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements will be borne by CONSULTANT. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONSULTANT and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONSULTANT on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONSULTANT will be notified immediately. CONSULTANT will immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONSULTANT to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONSULTANT with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONSULTANT in the planning of a safe work site.

F. CONSULTANT retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONSULTANT will erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONSULTANT will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONSULTANT will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONSULTANT must have ample cleaning supplies and a minimum of two vacuum cleaners on-site for clean-up. The CONSULTANT will not use COUNTY cleaning supplies or equipment. Upon final completion, CONSULTANT will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If at any time the CONSULTANT fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from the CONSULTANT'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

J. CONSULTANT will confine all equipment, materials and operations to the Service site and areas identified in the contract documents. CONSULTANT will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONSULTANT is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONSULTANT will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONSULTANT will be the sole responsibility of CONSULTANT and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONSULTANT to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance.

- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iv. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- v. The primary route of entry and symptoms of exposure.
- vi. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- vii. The emergency procedure for spills, fire, disposal and first aid.
- viii. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- ix. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

14. Termination of CONSULTANT'S Responsibilities: This contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONSULTANT will then be released from further obligation except as set forth in this contract.

15. Warranties: All warranties will begin on the date of the COUNTY'S acceptance of the Service which will be the date final payment is issued to CONSULTANT and will last for a period of 12 months unless otherwise specified in the Scope of Services, plans or specifications. CONSULTANT will obtain and assign to the COUNTY all express warranties given to CONSULTANT or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service.

16. Termination: This contract may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this contract may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar days advance written notice, the COUNTY will reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar 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 contract will be canceled, and CONSULTANT will 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 contract.

17. Assignment of Contract: This contract will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will 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 will under any circumstances relieve CONSULTANT of liability and obligations under this contract and all transactions with the COUNTY must be through CONSULTANT. Additionally, unless otherwise stipulated herein, CONSULTANT will 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 Contract for default.

18. Insurance:

A. CONSULTANT will provide an original certificate of insurance reflecting coverage in accordance with the following requirements within five working days of such request. It must be received and accepted by the COUNTY prior to contract execution and before work begins.

B. CONSULTANT will provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the 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, or obligations of the CONSULTANT under the terms and provisions of the contract without cost or expense to the COUNTY during the entire term of any contract. CONSULTANT is responsible for timely provision of certificates of insurance to the COUNTY at the Certificate Holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, must ensure 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 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

- ii. Coverage must be provided on a per project basis.
- iii. 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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- iv. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and 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.

- v. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

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

C. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as their interest may appear all applicable policies. With regards to General Liability, additional insured for ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

D. CONSULTANT must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

E. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must 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. CONSULTANT must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation at the time of contract. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

G. Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate holder must 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

H. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions, or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

I. The COUNTY will 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 will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

J. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

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

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

19. **Indemnity:** The CONSULTANT will indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. CONSULTANT agrees to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or

omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this contract.

20. Independent Contractor: CONSULTANT, and all its employees, agree that they will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

21. Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this contract, CONSULTANT will 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 CONSULTANT by the COUNTY pursuant to this contract.

22. 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 36 months from the date of being placed on the convicted vendor list.

23. 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 contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person will have any such interest at any time during the term of this contract unless approved by the COUNTY.

24. Retaining Other Consultants: Nothing herein will 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 CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Contract. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a County representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor or to acquire the items through a separate solicitation.

25. Accuracy: During this contract, CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

26. Right to Audit:

A. The COUNTY reserves the right to require the CONSULTANT to submit to an audit, by any auditor of the COUNTY'S choosing. The CONSULTANT will provide access to all of its records, which relate directly or indirectly to this Contract at its place of business during regular business hours. The CONSULTANT will retain all records pertaining to this Contract and upon request make them available to the COUNTY for three complete calendar years following expiration of the contract. 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.

B. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

C. 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 must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 90 calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

D. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONSULTANT in performance of any work under this contract.

27. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems or any other cause 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.

28. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONSULTANT for the work under the contract will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

29. Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest will be protected against damage or interrupted services at all times by the CONSULTANT during the term of this Contract, and CONSULTANT will be held responsible for repairing or replacing damaged 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 CONSULTANT. All items damaged as a result of CONSULTANT or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property will either be repaired or replaced by the CONSULTANT, at the CONSULTANT'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. If the Service is to be completed within COUNTY facilities, CONSULTANT will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONSULTANT'S operation within 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 CONSULTANT. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONSULTANT, at CONSULTANT'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONSULTANT will be responsible for re-grading and re-sodding any areas that are disturbed by CONSULTANT while the work is completed.

30. Risk of Loss: CONSULTANT assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONSULTANT, and until delivery to and acceptance of that property to the COUNTY. CONSULTANT will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONSULTANT or a third party.

31. Accident Notification: If in the course of completing work as part of this contract there is an accident that involves the public, CONSULTANT will as soon as possible inform the COUNTY of the incident by telephone. CONSULTANT will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONSULTANT will forward a copy of the report to the COUNTY.

32. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will 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 will maintain the files and papers for not less than three complete calendar years after the 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 CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

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

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. 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.
- iii. 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 the COUNTY.

iv. 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 CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT will 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.

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

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

33. This contract is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this contract will lie in Lake County, Florida.
34. Neither party may assign any rights or obligations under this contract to any other party unless specific written permission from the other party is obtained.
35. The captions utilized in this contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
36. This contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.
37. This contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
38. The failure of any party hereto at any time to enforce any of the provisions of this contract 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, every provision of this contract.
39. During the term of this contract 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 the 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 the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.
40. The CONSULTANT will at all times comply with all Federal, State and local laws, rules and regulations.
41. 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 years. The COUNTY may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.
42. With the consent of the CONSULTANT, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this contract 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 will be issued by the COUNTY identifying the requirements of the additional County department(s).
43. The CONSULTANT will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. Subcontracted work may not total more than 10% of any task order. CONSULTANT

may be required to use subcontractors currently under contract with the COUNTY. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

44. The invalidity or unenforceability of any particular provision of this contract will not affect the other provisions hereof, and this contract will be construed as if such invalid or unenforceable provisions were omitted.

45. Notice. Wherever provision is made in this contract for the giving, service or delivery of any notice, statement or other instrument, such notice will be in writing and will 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:

Powell Studio Architecture
713 W. Montrose Street
Clermont, Florida 34711

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

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

46. Scope of Contract. This contract is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this contract, notwithstanding any representations, statements, or contracts to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications. This contract contains the following exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this contract on the dates under each signature:

POWELL STUDIO ARCHITECTURE, LLC

By: 

Robert J. Powell, President

License #: 1D5835, AR94675

This 21st day of JANUARY, 2022.

LAKE COUNTY, FLORIDA by and through its
BOARD OF COUNTY COMMISSIONERS



Sean M. Parks, Chairman

This 22nd day of March, 2022.

ATTEST:



Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida



Approved as to form and legality:


Melanie Marsh, County Attorney

EXHIBIT A – SCOPE OF WORK/SERVICES

21-0933

On-Call Architectural Services

1. PURPOSE

Pursuant to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA), and the "business friendly" initiatives approved by its Board of County Commissioners, Lake County is soliciting statements of qualifications and letters of interest from firms qualified to provide on call architectural services.

The contract(s) resulting from this solicitation will be for on-call services on an as-required basis. In this regard, the County reserves the right to make multiple awards if deemed appropriate considering anticipated workload or other factors. Use of a continuing contract, and selection of contract vendors for task assignments under a multiple award continuing contract, shall be in consonance with Florida Statute 287.055, for individual projects not exceeding \$4,000,000.00 in construction costs or \$500,000 for study activities.

Respondents are advised that any award under this solicitation will be by separate bilateral contract.

2. SCOPE OF SERVICES

Provide various professional architectural services as outlined within the Florida Statutes 287.055, 2(g), "continuing contract." Such services will include, but not be limited to, various types and levels of design and engineering effort in support of new facility construction and renovation of existing structures. The design services include the stamping and certification of construction drawings. Other potential services include construction project administration and inspection. A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of the "Competitive Consultants' Negotiation Act" between an agency (the County) and a firm whereby the firm provides professional services to the County for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, with the contract being for a specified term.

Each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including, but not limited to, setting forth the time for payment, time for completion, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the firm performing any of the agreed upon work.

3. QUALIFYING STANDARDS

Pursuant to Chapter 481, Florida Statutes, firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statute(s).

Responding vendors must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award under this solicitation. Respondents are advised their location, and their listing of subcontractors, to include

EXHIBIT A – SCOPE OF WORK/SERVICES

21-0933

On-Call Architectural Services

location and respective percentage of use, are a listed evaluation factor under CCNA. Licenses, permits, etc.

4. PROHIBITION AGAINST CONTINGENT FEES

Any contract entered into as a result of this request for response shall contain the following statement.

“I, as an authorized agent of [firm name] warrant that [firm name] has not employed or retained any company or person, other than a bona fide employee working solely for [firm name] to solicit or secure this agreement and that [firm name] has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for [firm name] any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

5. KEY CONTRACTOR PERSONNEL

In submitting a proposal, the vendor is representing that each person listed or referenced in the proposal will be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the contractor must be able to promptly provide a qualified replacement. In the event the contractor wishes to substitute personnel, the contractor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

6. TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety-Five Thousand dollars (\$195,000.00), any organization awarded a 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.

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POWELL STUDIO
ARCHITECTURE

Addendum

ADDENDUM NO. 1

21-0933



LAKE COUNTY, FL
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: On-Call Architectural Services

08/31/2021

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. Attachment 2 states to include references/projects from within the last 5 years, but in the RFQ it states from the last 3 years.
- R1. The projects must be from within the past five years
- Q2. Should respondents provide proposed subconsultants resumes and experience, or only include their information on Attachment 3?
- R.2 At a minimum the information for subconsultants must be included on Attachment 3. However, resumes of subconsultants may, in addition, be added to the submittal package.

ADDITIONAL INFORMATION

Work and services performed by subconsultants must not exceed ten percent (10%) of an overall contract cost, if that work is available under a current Lake County term and supply contract. For any work or services that exceeds 10% of the cost, the consultant must use a contractor currently under a County contract for those requested services.

ACKNOWLEDGEMENT

Firm Name: Powell Studio Architecture

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Robert Jeffrey Powell*

Date: 8/31/2021

Print Name: Robert Jeffrey Powell

Title: President of Powell Studio Architecture

Primary E-mail Address: jeff@powellstudioarch.com

Secondary E-mail Address: jillian@powellstudioarch.com

EXHIBIT B - PRICING



POWELL STUDIO ARCHITECTURE, LLC. HOURLY RATE SCHEDULE January 1, 2021

The following are the hourly rate for our firm's services:

a. Principal Architect:	\$ 175.00 / Hour
b. Project Manager	\$ 130.00 / Hour
c. Project Architect	\$ 120.00 / Hour
d. Project Planner	\$ 120.00 / Hour
e. Project Designer	\$ 110.00 / Hour
f. Project Coordinator	\$ 90.00 / Hour
g. Specification Writer	\$ 85.00 / Hour
h. Cost Estimator	\$ 85.00 / Hour
i. Construction Administrator	\$ 90.00 / Hour
j. CAD Operator / Draftsman	\$ 65.00 / Hour
k. Interior Design	\$ 80.00 / Hour
l. Clerical / Administrative Assistance	\$ 50.00 / Hour
m. Engineering Consultants	\$ 150.00 / Hour