

**CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
201 Howell Avenue**

**AGENDA**

November 15, 2010

6:30 P.M.

**A. CALL TO ORDER**

**B. REGULAR AGENDA**

**1. Minutes**

- a) August 16, 2010 Regular Meeting
- b) September 22, 2010 Budget Meeting

**2. Community Redevelopment Plan Update, Phase II Streetscape Project & Related Community Redevelopment Projects**

Review and consideration of proposed consultant contract and Task Order No. 1.

Presentation:	Director of Community Development
Recommendation:	Approval and authorization to execute the Contract and Task Order
Attachments:	Memo from Director of Community Development dated 11/15/10, Contract and Task Order

**C. ADJOURNMENT**

*Meeting agendas and supporting documentation are available from the City Clerk's office, and online at [www.cityofbrooksville.us](http://www.cityofbrooksville.us). Persons with disabilities needing assistance to participate in any proceedings should contact the City Clerk's office 48 hours in advance of the meeting at 352-540-3853,*

**CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
201 HOWELL AVENUE  
MINUTES**

August 16, 2010

6:30 P.M.

Brooksville Community Redevelopment Agency met with Chairman Lara Bradburn, Vice Chairman Richard E. Lewis, Board Members Joe Bernardini, Frankie Burnett, and Joseph E. Johnston, III present. Also present were Jennifer C. Rey, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, Board Secretary; Bill Geiger, Community Development Director; Steve Baumgartner, Finance Director; Jim Delach, Assistant Finance Director; George Turner, Police Chief; and Tim Mossgrove, Fire Chief. Member of the Hernando Times was also present.

The meeting was called to order by Chairman Bradburn at 6:35 PM.

**REGULAR AGENDA**

**Phase II Streetscape RFQ Award**

Presentation and award for the Phase 2 Streetscape Design and related CRA planning services.

Land Design Innovations, Inc., Maitland, Florida

Tracy Crowe, introduced herself as President and Owner, Eddie Browder, Vice President of Landscape Architecture and Joseph Margio, Vice President of Civil Engineering, as being in attendance to present to Council. Tracy Crowe reviewed the company's credentials as well as their understanding of the City's project and their proposal as referenced in Attachment A. Continuing, Eddie Browder reviewed the vision process, public art and past projects. Functional aspects were presented by Joe Margio. Ms. Crowe in closing, stated they have done a lot of streetscaping projects and stressed they have a very creative team and they know a lot about Community Redevelopment Agencies.

Mayor Bradburn indicated she is very impressed with their packet and experience. She briefly reviewed the analysis done for the City by the University of Florida. Their project in Apopka was briefly reviewed as well. Ms. Crowe indicated the Good Neighbor Trail has a lot of possibilities.

Council Member Bernardini asked if they had worked with other towns that have two (2) major roads running through. Ms. Crowe indicated Apopka and Lady Lake each have multiple main roads going through and they take their safety issues into planning and working with the Florida Department of Transportation. She indicated they are familiar with planning cable and WIFI for cities as well. Council thanked them for attending.

While Land Design Innovations was clearing out their equipment Mayor Bradburn suggested Council consider the Minutes of June 1, 2009 and September 23, 2009.

**Minutes**

June 1, 2009

September 23, 2009

**Motion:**

Motion was made by Vice Chair Lewis and seconded by Board Member Burnett for approval. Motion carried 5-0.

COMMUNITY REDEVELOPMENT AGENCY MINUTES – August 16, 2010

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Coastal Engineering Associates, Inc., /RGA Group/Renaissance Planning Group, Brooksville/Tampa, Florida

Tom Mountain of Coastal Engineering thanked the Community Redevelopment Agency for allowing them the opportunity to present their design plan. He proceeded to review their credentials. He indicated Coastal is a stakeholder in the City as they are a local firm. Bill Henry reviewed the vision process and introduced Clarence Ing with Renaissance Planning who spoke of sustainability, public involvement and agency coordination. He indicated they have worked with many cities around the state on similar projects which have included transportation planning, redevelopment planning and creating a lasting legacy.

Jennifer Carver, Project Manager with Renaissance Planning, reviewed their ability to match grants and funding sources for projects.

Bill Henry wrapped things up by saying the team is cohesive and has a vision for the City of Brooksville.

Mayor Bradburn spoke of the vision for the City, asking how they would work to bring the city forward. Mr. Ing indicated the objective has to be kept in mind to create a location that has further potential with transit as a major funding element and investment.

Miller Legg, Winter Park, Florida

Christopher Keller began by reviewing Miller Legg's associates and credentials as well as their experience in Florida. Russell Moore indicated their bias is economics; working to make communities stronger financially. He reviewed the process they take in implementing the City's plan and key issues such as economic positioning.

Christopher Keller reviewed their design process. In summarizing he indicated they are as qualified as any other company in the state and have a commitment to getting projects done on time and within budget.

Mayor Bradburn asked if he had reviewed the analysis done for the City by the University of Florida. He indicated he had not.

A brief break was taken during which Community Redevelopment Agency members ranked the firms and Secretary Peters tallied the votes. There was a tie between Land Design Innovations, Inc. and Coastal Engineering Associates, Inc. The firm receiving the most number one votes was Coastal Engineering.

**ADJOURNMENT**

Having no other business to consider, the meeting adjourned at 8:16 p.m.

\_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_

**CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT AGENCY (CRA)  
201 HOWELL AVENUE  
MINUTES**

September 22, 2010

8:47 P.M.

Brooksville Community Redevelopment Agency met with Chairman Lara Bradburn, Vice Chairman Richard E. Lewis, Board Members Joe Bernardini, Frankie Burnett, and Joseph E. Johnston, III present. Also present were Jennifer C. Rey, City Attorney; T. Jennene Norman-Vacha, City Manager; Janice L. Peters, Board Secretary; Bill Geiger, Community Development Director; Steve Baumgartner, Finance Director; Jim Delach, Assistant Finance Director; George Turner, Police Chief; and Tim Mossgrove, Fire Chief. Member of the Hernando Times was also present.

The meeting was called to order by Chairman Bradburn. She indicated this resolution reflects the newly adopted millage proposal of 6.37 mills.

City Manager Norman-Vacha reviewed the changes to the CRA Budget including the Tax Increment Financing District (TIF) fund under revenues with reserves being reduced for expenditures.

Mayor Bradburn reviewed the purpose of the CRA and explained the TIF fund is not an additional or new fee but the City has been approved by the state to set aside funds for a Special District. Any tax derived from additional property value for new development or redevelopment within that district is set aside in a separate fund to be used for economic development purposes.

**REGULAR AGENDA**

**Resolution No. 2010-09 Community Redevelopment Agency Budget**

Ratification of CRA Budget.

**Motion:**

Motion was made by Board Member Burnett and seconded by Board Chair Lewis for approval of Resolution No. 2010-09 as amended.

City Manager Norman-Vacha stated some adjustments were made with the corrected numbers; the TIF funds on the income side would be \$91,865; interest at \$1,200; prior carry-forward at \$412,199 for a total income of \$505,264. On the expenditure; Operating would remain at \$100,875, Capital at \$350,000, Reserves would be reduced to \$54,389 for total expenditures of \$505,264.

Board Secretary Peters read Resolution No. 2010-09 by title, as follows:

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY FOR THE 2010-2011 FISCAL YEAR BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2011; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

COMMUNITY REDEVELOPMENT AGENCY (CRA) BUDGET HEARING MINUTES  
SEPTEMBER 22, 2010

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Motion carried 5-0 upon roll call vote as follows:

Board Member Johnston	Aye
Board Member Burnett	Aye
Board Member Bernardini	Aye
Vice Chairman Lewis	Aye
Chairman Bradburn	Aye

**ADJOURNMENT**

There being no further business to consider, the meeting adjourned at 9:03 p.m.

\_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
Chairman

<b>MEMORANDUM</b>	

**To:** Community Redevelopment Agency  
**Via:** T. Jennene Norman-Vacha, City Manager   
**From:** Bill Geiger, Community Development Director   
**Subject:** Contract and Agreement for Professional Consulting Services & Task Order No. 1  
**Date:** November 15, 2010

**Background Information:**

The City of Brooksville Community Redevelopment Agency (CRA), through the 2009-2010 budget, authorized staff to solicit for consultant services to assist with Plan document updates, Phase 2 streetscape design and related CRA planning services. Advertisements for RFQ No. CD2010-05 were initiated on May 14, 2010 and closed on June 18, 2010. The CRA received 10 Qualification Statements from interested consulting firms as of the closing date and time of the RFQ.

The RFQ was a request for Professional Civil Engineering/Planning Consulting Services and, more specifically, outlined work related to updating the adopted Community Redevelopment Plan and preparing design drawings, obtaining permits and providing project/construction management for implementation of a Phase-2 streetscape project for enhancements within the CRA.

The selection/ranking committee (comprised of City/CRA staff) met on two occasions (July 9 & 14, 2010) to review, score and rank the qualification statements received from the ten respondents. The selection/ranking committee used the City's established Professional Services Criteria Rating Guide to score the submittals. The criteria rating guide provides scoring based on the following nine categories: Ability of Personnel; Past Performance; Willingness to meet Time and Budget Requirements; Recent, Current and Projected Work Loads; Understanding Scope of Work; Completeness of Submittal; Volume of Work done by this firm for the CRA (with the object of effecting an equitable distribution among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms); Location; and whether the firm is a Certified Minority Business Enterprise.

The Committee's top five ranked firms with the points assigned are as follows:

RANK	FIRM	POINTS
1	Land Design Innovations, Inc. (Maitland FL)	*8
2	Coastal Engineering Associates, Inc./RGA Group/Renaissance Planning Group (Brooksville/Tampa, FL)	*8
3	Miller Legg (Winter Park, FL)	7
4	Kimley-Horn & Associates (Orlando, FL)	5
5	Woolpert, Inc. (Orlando, FL)	3

\*Ties are broken by the highest number of 1<sup>st</sup> place votes. Land Design Innovations, Inc. received 2 first place votes. Coastal Engineering Associates, Inc. received 1 first place vote.

Due to the high quality and level of expertise in the firms that submitted qualification statements for this RFQ, the committee unanimously agreed that it would be appropriate to recommend that the top three firms be allowed to do presentations to the CRA, with the CRA making the final selection of the firm in which the CRA staff would then negotiate a contract.

On August 16, 2010, the top three firms made their presentations. At the conclusion of the presentations, the CRA ranked the candidates based on the information provided in their qualification statements and their presentations, and selected Coastal Engineering Associates, Inc., with supporting services from RGA Group & Renaissance Planning Group, as the top ranked firm and authorized staff to negotiate a contract with said firm to provide the desired services.

Attached to this report is the negotiated contract document as well as the first Task Order for services to be performed by the consultant. The contract provides for services to be provided on a Task Order basis. Task Orders will specifically outline services to be provided on a lump sum or not-to-exceed basis. The first Task Order (T.O. No. 1) is also being provided to the CRA at this time for consideration. It provides for the Consultant to provide services related to updating the Community Redevelopment Plan for a not-to-exceed cost of \$30,000. The update to the plan will include a demographic market assessment, public workshops, capital improvement projects and implementation strategies, funding strategies and options, etc.

**Budget Impact:**

Funding for these CRA services will be provided through the CRA Budget Line Item Account #615-015-515-556-50. Services will be performed via a Task Order process contractually negotiated with the selected consulting firm.

**Legal Statement:**

Pursuant to Section 163.387, Florida Statutes, and Sections 26-32, 26-34 and 26-35 of the City of Brooksville's Code of Ordinances, the City of Brooksville Community Redevelopment Agency, as a dependent Special District, has the authority to take action on items that have been approved within the City of Brooksville Community Redevelopment Plan and CRA budget.

**Recommendation:**

Approve the proposed contract and Task Order No. 1 and authorize the Mayor to sign the related documents and staff to issue the Notice to Proceed with the requested services.

- Enclosures:**
1. Proposed Contract and Agreement for Professional Consultant Services between the City of Brooksville Community Redevelopment Agency and Coastal Engineering Associates, Inc.
  2. Task Order No. 1

pc: Jennifer Rey, City Attorney's Office  
Steve Baumgartner, Finance Director  
file

# CONTRACT AND AGREEMENT

CONTRACT AND AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND  
COASTAL ENGINEERING ASSOCIATES, INC.

ADMINISTERED BY  
CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
201 HOWELL AVE.  
BROOKSVILLE, FL 34601

CONTRACT AND AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND  
COASTAL ENGINEERING ASSOCIATES, INC.

THIS AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CRA."

and

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD. BROOKSVILLE, FLORIDA 34601, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, the CRA wishes to obtain professional consulting services on a continuing basis, and

WHEREAS, the CONSULTANT is willing to provide such planning services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**1.0 TERM**

- 1.1 This AGREEMENT is to become effective upon execution by both parties, and shall remain in effect for a one (1) year term, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual AGREEMENT for periods of one (1) year, but such option to extend may only be utilized three (3) times unless authorized by the CRA for additional extensions.
- 1.2 The term of any task authorization/work order, as described in Section 2 hereof shall be as set forth in such task authorization/work order, and all of the terms and conditions of this AGREEMENT shall survive until completion of all task authorizations/work orders.

**2.0 DESCRIPTION OF SERVICES**

- 2.1 It is expressly understood and acknowledged that nothing herein shall obligate or guarantee to CONSULTANT any agreement or task order authorization and the

CRA expressly reserves the right to exercise its option to issue any such agreements to any qualified firm or entity in accordance with all applicable laws, ordinances, policies and/or regulations.

- 2.2 The CRA shall make requests for the CONSULTANT to perform consultant services on a task order basis. The CRA will communicate with CONSULTANT, verbally or in writing, a general description of the task to be performed. The CONSULTANT will generate a detailed Scope of Work document, prepare a Schedule, add a not-to-exceed-budget or lump sum budget to accomplish the task, and send the thus developed "Task Order Proposal" to the CRA. If a site visit by the CONSULTANT is needed to generate the scope document, the CONSULTANT shall request approval prior to visiting the site. The CRA will review the proposal, and if the description is mutually acceptable, the parties will enter into a written "task authorization or work order". The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in EXHIBIT A – PROFESSIONAL CONSULTANT SERVICES.

The CRA will issue a Notice to Proceed to the CONSULTANT. Upon receipt of the signed Task Authorization and a Notice to Proceed from the CRA, the CONSULTANT shall perform the services set forth in the task authorization/work order, which may include, but not be limited to, design, studies, specification preparation, bid evaluation, construction management services, reports, and any additional other services which may be set forth in the task authorization/work order.

- 2.2.1 Notwithstanding the above, for any proposed project in which the CRA estimates the fee to total less than Twenty Five Thousand and No/100 Dollars (\$25,000.00) verbal authorization to proceed may be given to CONSULTANT, and followed within ten working days with a "Letter of Confirmation." Such letter shall be considered as the task authorization.
- 2.3 The CONSULTANT shall provide the CRA'S designated project manager with a monthly progress report of all work accomplished and project deliverables completed. For lump sum budget projects, project progress reports shall accompany all invoices and describe the detailed work tasks completed. For not-to-exceed budget projects, time sheets or labor cost statements for services rendered during the preceding month shall be provided. Each labor summary statement or time sheet shall state the names and classifications of all personnel who performed services during said month under the task authorization, and the number of hours worked by each.

### **3.0 CHANGES IN THE SCOPE OF WORK**

- 3.1 The CRA may make changes in the services at any time by giving written notice to CONSULTANT. If such changes increase (additional services) or decrease or eliminate any amount of work, the CRA and CONSULTANT will negotiate any

change in total cost or schedule of modifications. If the CRA and CONSULTANT approve any change, the task authorization/work order will be modified to reflect the changes; and the CONSULTANT shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the CRA'S and CONSULTANT'S designated representatives.

- 3.2 All of the CRA'S said task authorizations/work orders and amendments thereto shall be performed in strict accordance with the terms of this AGREEMENT insofar as they are applicable.

#### **4.0 SCHEDULE**

- 4.1 The CONSULTANT shall perform services in conformance with the mutually agreed upon schedule set forth in the negotiated task authorization. The CONSULTANT shall complete all of said services in a timely manner and will keep the CRA apprised of the status of work on at least a monthly basis.
- 4.2 No extension for completion of services shall be granted to the CONSULTANT without the CRA'S prior written consent, except as provided in Sections 3.1 and 19.0 herein.

#### **5.0 METHOD OF PAYMENT FOR SERVICES AND EXPENSES**

##### **5.1 DEFINITIONS:**

- 5.1.1 "Hourly rates" as set forth in EXHIBIT B – HOURLY RATES SCHEDULE are to be used as a basis for calculating lump sum or not-to-exceed budget projects for services pursuant to Paragraphs 2.0 and 3.0. These hourly rates shall include wages, salaries, taxes, insurance, overhead and profit. The hourly rates are firm for the initial term, but are subject to an equitable adjustment that is to be negotiated prior to the renewal of the AGREEMENT. Any adjustments to the hourly rates schedule must be mutually agreed to by the CRA and CONSULTANT.
- 5.1.2 "Reimbursable expenses" as set forth in EXHIBIT C – REIMBURSEABLE EXPENSES SCHEDULE are to be used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered.

Reimbursable expenses shall include, but not be limited to: subsistence, automobile expenses, and other similarly incurred expenses, which are directly or indirectly in connection with the project. Said reimbursable expenses shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

In-house copying charges, computer fees, photocopies less than 11-inches by 17-inches, telephone services, faxes, and other similar items shall be considered a portion of the CONSULTANT'S overhead costs and shall not be billed separately to the CRA.

5.1.3 "Deliverables" are defined as reports, findings, specifications, or anything else that is the end product or work performed by the CONSULTANT for the CRA. The CONSULTANT shall, within such time constraints as may be set forth in the work order, submit to the CRA the deliverables as identified in the work order; and the CONSULTANT shall, upon completion of all work, submit to the CRA all information developed in the course of the consulting services. The CONSULTANT shall, upon request by the CRA and upon completion or termination of this AGREEMENT, deliver to the CRA all material furnished to the CONSULTANT, provided the CRA identifies those materials in writing.

## 5.2 PAYMENT/COMPENSATION:

The CRA agrees to pay or compensate the CONSULTANT for the professional services performed on each task authorization/work order in accordance with one of the following methods, unless otherwise provided herein or in the task authorization/work order.

5.2.1 Not-to-exceed cost based upon EXHIBIT B – HOURLY RATES SCHEDULE.

5.2.2 Lump sum cost based upon EXHIBIT B – HOURLY RATES SCHEDULE.

## 5.3 SERVICES-ADDITIONALPROVISIONS:

5.3.1 Services and expenses of independent associates, consultants and/or subcontractors employed by the CONSULTANT shall be calculated and incorporated into the lump sum or not-to-exceed project budget and will not be billed separately as an additional cost.

5.4 Times of Payments: At monthly intervals, the CONSULTANT shall submit statements for services.

5.4.1. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by the CRA, shall not be in default of any of the terms and conditions of this AGREEMENT and shall provide to the CRA an invoice. The invoice shall be forwarded to the CRA, no more frequently than once per month. The invoice shall include a statement identifying the period for which it applies and the sub-tasks or portions thereof, completed by the specific task authorization/work order, and

specifically set forth the percent of completion of each sub-task for which compensation is being requested.

5.4.2. The CRA shall pay all valid, approved, and undisputed invoices within thirty (30) days of receipt from the CONSULTANT. In the event that the CRA disputes any invoice submitted, it shall advise the CONSULTANT, in writing, and said invoice shall not be deemed due and payable under this AGREEMENT.

5.5 Other Provisions Concerning Payments:

5.5.1 In the event of termination by the CRA under Section 18.0 during the performance of the services, payments due to the CONSULTANT up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.2 Separate invoicing must be submitted for each individual task authorization. Invoices must show a percentage of the worked completed under the task authorization and any reimbursable expenses.

**6.0 RIGHT TO INSPECTION**

6.1 The CRA or its agents shall have the right to review or observe the services performed by the CONSULTANT.

6.2 No inspection, review, or observation shall relieve the CONSULTANT of its responsibility under this AGREEMENT.

**7.0 PROGRESS MEETING**

The CRA's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently, if required, during the term of any task authorization entered into under this AGREEMENT. The CONSULTANT'S Project Manager and all other appropriate personnel shall attend such meetings as designated by the CRA's Project Manager.

**8.0 SAFETY**

8.1 The CONSULTANT agrees to comply with the CRA's published safety standards while on the property of the CRA.

8.2 The CONSULTANT shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

## **9.0 REASONABLE ACCESS**

During the term of this AGREEMENT, the CRA shall grant the CONSULTANT reasonable access to the CRA's premises for purposes of fulfilling its obligations under this AGREEMENT.

## **10.0 INSURANCE AND HOLD HARMLESS/INDEMNIFICATION**

10.1 The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companies authorized to do business in the State of Florida. Before commencing work, the CONSULTANT must ensure that Certificates of Insurance are provided to the CRA, evidencing such insurance. The Certificates of Insurance must name the CRA as additionally insured, reference the Project name and contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CRA.

10.1.1 Worker's Compensation – The CONSULTANT will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$100,000 for Employers' Liability.

10.1.2 Comprehensive General Liability – The CONSULTANT will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

10.1.3 Comprehensive Automobile Liability – The CONSULTANT will provide coverage for all owned and non-owned vehicles for limits of not less than \$500,000 CSL or its equivalent.

10.1.4 Professional Liability Insurance - The CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance coverage must be provided in an amount not less than \$1,000,000 that protects the CONSULTANT to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of service performed by the CONSULTANT, or any person or subcontractor employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one

(1) year after the completion of construction and acceptance of facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto. The CONSULTANT will also cause professional associates and sub-consultant's retained by the CONSULTANT for the Project to procure and maintain comparable professional liability insurance coverage.

- 10.2 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CRA, its officers, directors and employees (collectively, CRA) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CONSULTANT's negligent performance of professional services under this AGREEMENT and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

The CRA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CRA's negligent acts in connection with the consulting services and the acts of its contractors, subcontractors or consultants or anyone for whom the CRA is legally liable.

Neither the CRA nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

## **11.0 COMPLIANCE WITH LAWS AND REGULATIONS**

The CONSULTANT shall comply with all requirements of federal, state and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this AGREEMENT.

## **12.0 REPRESENTATIONS**

- 12.1 The CONSULTANT represents that the services provided hereunder shall conform to all requirements of this AGREEMENT; shall be consistent with recognized and sound professional Planning & Engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

- 12.2 The CONSULTANT represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

- 12.3 Subject to the provisions of this Section, should CONSULTANT breach the warranties set forth herein, the CRA shall have such remedies as may be provided at law or equity.
- 12.4 Without limiting the generality of the foregoing, if the CONSULTANT completes its services under any task authorization entered into hereunder, and the CONSULTANT'S services are non-complying, defective, or otherwise improperly performed and the CRA notifies the CONSULTANT in writing that a defect, error, omission or noncompliance has been discovered in the CONSULTANT'S services, the CONSULTANT shall, at the option of the CRA: a) correctly re-perform such non-complying, defective, or otherwise improperly performed services at no additional cost to the CRA; b) refund the amount paid by the CRA attributable to such non-complying, defective or otherwise improperly performed services; or c) if the CONSULTANT fails to take action under a) above, the CONSULTANT will at its sole expense, otherwise cure or have cured any such non-complying, defective, or otherwise improperly performed services.
- 12.5 The only representations made by the CONSULTANT are those expressly enumerated in this section. Any other statements of fact or descriptions expressed in the AGREEMENT or any attachments thereto, shall not be deemed to constitute a warranty of the work or any part thereof.

### **13.0 GUARANTEE AGAINST INFRINGEMENT**

The CONSULTANT guarantees that all services provided under this AGREEMENT shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this AGREEMENT, the CONSULTANT shall indemnify, hold harmless, and defend the CRA, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other items provided under this AGREEMENT. Notwithstanding the foregoing, the CONSULTANT may elect to provide non-infringing services.

### **14.0 DOCUMENTS**

- 14.1 Upon the CRA's or its designated Project Manager's request, at any time during the term of this AGREEMENT or upon completion or termination of this AGREEMENT, the CONSULTANT shall provide the CRA or its designated Project Manager with a copy of all documents and electronic files prepared by the CONSULTANT under this AGREEMENT or any Task Order Authorization hereunder. The CRA understands that re-use of any documents for any other purposes, shall be at the CRA's own risk.

Notwithstanding any provision to the contrary contained in this AGREEMENT, the CONSULTANT shall retain sole ownership to its preexisting information

including but not limited to computer programs, software standard details, figures, templates and specifications.

When transferring data in electronic media format, the CONSULTANT makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the CONSULTANT at the beginning of the project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The CONSULTANT shall not be responsible to maintain documents stored in electronic media format after acceptance by the CRA.

- 14.2 The parties acknowledge that the CRA is a Florida dependent special district and subject to the Florida Public Records Law.

## **15.0 ASSIGNMENT**

- 15.1 If any part of this AGREEMENT is subcontracted by the CONSULTANT, the CONSULTANT shall be fully responsible to the CRA for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.
- 15.2 If the CRA determines that any subcontractor is not performing in accordance with this AGREEMENT, the CRA shall so notify the CONSULTANT who shall take immediate steps to remedy the situation.
- 15.3 If any part of this AGREEMENT is subcontracted by the CONSULTANT, prior to commencement of any work by the subcontractor, the CONSULTANT shall require the subcontractor to provide the CRA and its affiliates with insurance coverage as set forth within Section 10 of this Agreement.

## **16.0 INDEPENDENT CONSULTANT**

At all times during the term of this AGREEMENT, the CONSULTANT shall be considered an independent CONSULTANT. It is understood that CONSULTANT is an independent consultant and not an agent or employee of the CRA for any purpose including, but not limited to, federal tax and other state and federal law purposes. The CONSULTANT assumes responsibility for payment of all federal, state and local taxes imposed or required of the CONSULTANT under unemployment insurance, Social Security and income tax laws. CONSULTANT shall be solely responsible for any worker's compensation insurance required by law and shall provide the CRA with proof of insurance upon demand. The parties agree that the CRA shall not: (a) pay dues, licenses or membership fees for CONSULTANT; (b) require attendance by CONSULTANT, except as otherwise specified herein; (c) Control the method, manner or means of performing the

Scope of Work under this AGREEMENT, except as otherwise specified herein; or (d) Restrict or prevent CONSULTANT from working for any other party. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

## **17.0 DEFAULT**

If during the term of this AGREEMENT, the CONSULTANT shall be in default of any of the material provisions of this AGREEMENT, the CRA may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until the CRA gives written notice of the default to CONSULTANT with at least ten (10) days to cure such default. If the CONSULTANT fails to correct such delinquency or default within thirty (30) days of suspension by the CRA, the CRA may terminate this AGREEMENT.

## **18.0 TERMINATION**

Notwithstanding any other provision of this AGREEMENT, the CRA may, upon written notice to the CONSULTANT, terminate this AGREEMENT if: a) at any time during the term of this AGREEMENT there will be filed by or against CONSULTANT in any court, pursuant to any statute, a petition in bankruptcy or insolvency for reorganization or for the appointment of a receiver to receive all or a portion of CONSULTANT'S property; b) The CONSULTANT makes a general assignment for the benefit of its creditors; c) The CONSULTANT fails to comply with any of the conditions or provisions of this AGREEMENT; d) The CONSULTANT is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon performance of this AGREEMENT, without prejudice to any other right or remedy the CRA may have under this AGREEMENT. In the event of such termination, the CRA shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this AGREEMENT, for work, properly performed prior to the effective date of termination; or e) The CRA may at any time and for any reason terminate CONSULTANT services and work at the CRA's convenience. Upon receipt of such notice, the CONSULTANT shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination for convenience, the CONSULTANT shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the CONSULTANT as are permitted by this contract and approved by the CRA; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the CONSULTANT prior to the date of the termination of this Agreement. The CONSULTANT shall not be entitled to any claim or claim of lien against the Owner for any additional compensation or damages in the event of such termination and payment.

## **19.0 FORCE MAJEURE**

Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by Force Majeure, which may include but not be limited to: fire, flood, windstorm, explosion, riot, war, sabotage, strikes, extraordinary breakdown of or damage to the CRA's affiliates' generating plants, equipment or facilities, court injunction or order, federal and/or state law or regulation, order by any regulatory agency, or cause or causes beyond the reasonable control of the party affected, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstances of Force Majeure remain in effect for sixty (60) days or more, either party may terminate this AGREEMENT.

## **20.0 GOVERNING LAW & VENUE**

This AGREEMENT is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in the state circuit and appellate courts in and for Hernando County, Florida. The Agreement is consummated in Hernando County, Florida.

## **21.0 HEADINGS**

Paragraph headings are for the convenience of the parties only and are not to be construed as part of this AGREEMENT.

## **22.0 SEVERABILITY**

In the event any portion or part of this AGREEMENT is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this AGREEMENT. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

## **23.0 WAIVER AND ELECTION OF REMEDIES**

23.1 Waiver by either party of any terms, condition, or provision of this AGREEMENT shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

## **24.0 THIRD PARTY RIGHTS**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the CRA and CONSULTANT.

## **25.0 PROHIBITION AGAINST CONTINGENT FEES**

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.

## **26.0 ENTIRE AGREEMENT**

This AGREEMENT, including the schedules, attachments, appendixes and exhibits attached hereto, and any Task Authorization executed in furtherance of this AGREEMENT constitutes the entire AGREEMENT between the CRA and CONSULTANT with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

## **27.0 SOVEREIGN IMMUNITY**

Nothing contained in the AGREEMENT shall be construed as a waiver of the CRA's rights to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the CRA's potential liability under state or federal law.

## **28.0 NOTICE**

Any notices required to be given by the terms of this AGREEMENT shall be delivered by hand or mailed, postage prepaid to:

CRA: Bill Geiger, Executive Director  
City of Brooksville CRA  
201 Howell Ave.  
Brooksville, Florida 34601

CONSULTANT: Cliff Manuel, Jr. P.E.  
Coastal Engineering Associates, Inc.  
966 Candlelight Blvd.  
Brooksville, Florida 34601

Either party may change the name of the person receiving notices and the address at which notices are received by so advising the other party in writing.

## **29.0 ATTORNEYS' FEES**

In the event a suit or action is instituted to enforce or interpret any provision of this AGREEMENT, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees, and costs, at trial or on any appeal, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above:

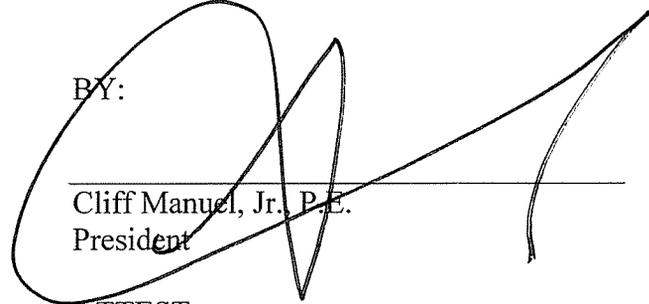
CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT  
AGENCY, HERNANDO COUNTY,  
FLORIDA

COASTAL ENGINEERING  
ASSOCIATES, INC.

BY:

\_\_\_\_\_

BY:



Cliff Manuel, Jr., P.E.  
President

ATTEST:

\_\_\_\_\_

ATTEST:

*Elena Sutor*  
\_\_\_\_\_

(CORPORATE SEAL)  
9/1/10

APPROVED AS TO FORM FOR THE RELIANCE  
OF THE CITY OF BROOKSVILLE ONLY:

*Jennifer C. Rey*  
\_\_\_\_\_  
Thomas S. Hogan, The Hogan Law Firm, LLC  
City Attorney

## **EXHIBIT A.**

### **PROFESSIONAL CONSULTANT SERVICES**

The Scope of Services generally to be provided by the CONSULTANT may include any of the services as provided in CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY (CRA) PHASE 2 STREETScape REQUEST FOR QUALIFICATIONS RFQ NO. 2010-05 and identified as PROFESSIONAL CIVIL ENGINEERING/PLANNING CONSULTING SERVICES.

These services include but are not limited to professional consulting services to the CRA for work related to updating the adopted Community Redevelopment Plan and preparing design drawings, permitting and project/construction management for implementation of a Phase-2 streetscape project for enhancements within the CRA. Elements of work may consist of modifying/updating a Redevelopment Plan that will meet the goals and needs of the CRA and the local stakeholders within the Community Redevelopment Area, and subsequently designing, permitting and providing construction oversight for implementing a streetscape project. Services may include:

- Public Involvement;
- Multimodal transportation planning;
- Stormwater planning;
- Parking analysis;
- Traffic operations, traffic calming;
- Signal design;
- Structural design;
- Utility Infrastructure (including underground design);
- Roadway assessment;
- Capital improvements plan;
- Agency coordination/permitting;
- Infrastructure evaluation/review;
- Street design;
- Hardscape enhancement design;
- Softscape enhancement design;
- Environmental Engineering;
- Project Management;
- Grant Writing; and other miscellaneous professional services that the CRA may desire.

The Consultant will work with CRA staff and local stakeholders to develop the next phase of improvements within the CRA. This effort will consist of developing a conceptual phase plan that meets the CRA's budget and goals. Upon CRA approval of the concept for the next phase, the Consultant will develop construction plans to bid and implement the improvements.

The Consultant may be required to represent the City of Brooksville CRA in matters involving or relating to other governmental entities at the local, state, or national level.

**EXHIBIT B.**

**HOURLY RATES SCHEDULE**

Principal Engineer/Principal Architect/Expert Testimony .....\$250.00

ENGINEERING

Principal Engineer\* (*Environmental/Transportation/Drainage*) .....\$155.00  
Senior Project Manager.....\$140.00  
Project Manager .....\$115.00  
Senior Project Engineer .....\$135.00  
Project Engineer .....\$ 95.00  
Senior Designer .....\$ 85.00  
Designer .....\$ 70.00  
Technician .....\$ 50.00

\*(Professional Engineer Registered in the State of Florida)

ENVIRONMENTAL

Principal Environmental Scientist .....\$155.00  
Project Manager.....\$120.00  
Senior Environmental Scientist .....\$105.00  
Environmental Scientist II .....\$ 75.00  
Environmental Scientist I.....\$ 70.00

PLANNING

Principal/Project Director .....\$195.00  
Senior Project Specialist ..... \$159-190.00  
Project Manager/Principle Planner .....\$140.00  
GIS Director.....\$138.00  
Senior Transportation Planner .....\$129.00  
Senior Urban Designer/Planner .....\$111.00  
Urban Designer/Planner.....\$ 94.00  
GIS Analyst / Transportation Planner.....\$ 88.00  
Planner/ Designer.....\$ 78.00  
Graphics Designer.....\$ 79.00

CONSTRUCTION REVIEW

Senior Project Manager.....\$140.00  
Project Manager .....\$115.00

## EXHIBIT B.

### HOURLY RATES SCHEDULE

Construction Manager .....	\$ 90.00
Senior Field Representative .....	\$ 77.00
Field Representative.....	\$ 65.00

#### ARCHITECTURAL

Project Architect .....	\$130.00
Architectural Project Manager.....	\$115.00
Site Planner .....	\$105.00

#### SURVEYING

Expert Witness .....	\$175.00
Senior Land Surveyor .....	\$105.00
Land Surveyor .....	\$ 90.00
Project Surveyor/Crew Coordinator .....	\$ 85.00
Survey Crew (4 Person).....	\$155.00
Survey Crew (3 Person).....	\$132.00
Survey Crew (2 Person).....	\$105.00
Survey Crew (1 Person).....	\$ 72.00
Senior Survey Technician.....	\$ 77.00
Survey Technician .....	\$ 55.00

#### SUPPORT PERSONNEL

Administrative Support.....	\$ 60.00
Administrative Clerk.....	\$ 45.00
Office Intern.....	\$ 35.00
General Laborer .....	\$ 25.00

## EXHIBIT C

### REIMBURSABLE EXPENSES SCHEDULE

#### REIMBURSABLES

Direct and Out-of-Pocket Expenses.....	Invoice Plus 15%
Regulatory Permit/Filing Fees .....	Fee plus 15%
Travel .....	\$0.585/Mile
Postage .....	Cost

Quantity:                      1 to 10                      11 and up

#### REPRODUCTIONS

##### BLACK & WHITE

8 1/2" X 11", 8 1/2" X 14"	\$0.25/EA.	0.10/EA.
11" X 17"	\$0.35/EA.	0.15/EA.

##### COLOR

8 1/2" X 11", 8 1/2" X 14"	\$1.00/EA.	1.00/EA.
11" X 17"	\$2.00/EA.	2.00/EA.

##### TRANSPARENCIES

8 1/2" X 11"	\$1.00/EA.	1.00/EA.
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#### BLACKLINE PRINTS

LESS THAN 24" X 36"	\$1.75/EA.	1.00/EA.
24" X 36"	\$2.75/EA.	1.75/EA.
30" X 36"	\$3.75/EA.	2.50/EA.
36" X 36"	\$4.75/EA.	3.75/EA.
36" X 48"	\$5.75/EA.	4.75/EA.

#### MYLAR OR LINEN

LESS THAN 24" X 36"	\$10.00/EA.
24" X 36"	\$15.00/EA.
30" X 36" OR GREATER	\$19.00/EA.

<u>CANVAS</u>	\$50.00/EA.
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## EXHIBIT C

### REIMBURSABLE EXPENSES SCHEDULE

FOAM BOARD \$ 8.00/PER BOARD

AERIALS (COLOR)

24" X 36" \$25.00/EA.

30" X 36" \$35.00/EA.

36" X 48" \$50.00/EA.

ELECTRONIC MEDIA (Diskette/CDs) \$15.00/EA

CONCRETE MONUMENTS \$25.00/EA.

SIGN ASSEMBLY \$10.00/EA.

# TASK ORDER NO. 1

TASK ORDER NO. 1  
CRA PLAN AND 5-YEAR CAPITAL IMPROVEMENT PLAN UPATE  
UNDER THE  
CONTRACT AND AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY  
AND  
COASTAL ENGINEERING ASSOCIATES, INC.

THIS TASK is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between the CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, a dependent special district under the laws of the State of Florida whose address is: 201 HOWELL AVE, BROOKSVILLE, FLORIDA 34601, hereinafter referred to as “CRA”

AND

COASTAL ENGINEERING ASSOCIATES, INC, a Florida corporation, whose address is: 966 CANDLELIGHT BLVD., BROOKSVILLE, FLORIDA 34601, hereinafter referred to as “CONSULTANT.”

IN ACCORDANCE WITH

The *CONTRACT AND AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES BETWEEN THE CITY OF BROOKSVILLE COMMUNITY REDEVELOPMENT AGENCY AND COASTAL ENGINEERING ASSOCIATES, INC*, dated \_\_\_\_\_, which Agreement is incorporated herein as if set forth in haec verba.

**DESCRIPTION**

The CRA desires to update Appendix C – The Community Redevelopment Plan of the City of Brooksville Revitalization Plan (Plan) to incorporate other available studies, market research, and public input, and the CONSUTLTANT's expertise and experience with successful downtown redevelopment projects, pedestrian-oriented communities, urban traffic/transportation planning, and mixed-use and residential development that is compact, sustainable and contributes to economic, social and cultural diversity.

The Plan update will include projects and initiatives and other adopted strategic plans and goals identified and recommended by the CONSULTANT and approved by the CRA.

## **SCOPE OF SERVICES**

The CONSULTANT will provide the following services:

- 1.0 Data Review and Project Identification (approximately 4 weeks - 60 hrs)
  - 1.1 Information Gathering with Stakeholders.
  - 1.2 Review of Existing Plans/Studies and Development Regulations.
  - 1.3 Demographic Market Assessment
  - 1.4 CRA Team and Public Workshop(s).
  - 1.5 Prepare/present Summary of Findings and Recommendations to the CRA Project Manager and CRA. (Includes conceptual outline of capital improvement strategy and projects for CRA's acceptance).
  
- 2.0 Preliminary Plan Update Draft (75%) Report based on CRA and CRA Project Manager approved recommendations. (approximately 6 weeks – 80 hrs)
  - 2.1 Prepare Plan Amendments and Addendums.
  - 2.2 Prepare Capital Improvement Projects and Implementation Strategies.
  - 2.3 Prepare Project Funding Strategy and Options.
  - 2.4 Review and approval by CRA Project Manager (may include review and input from others as deemed appropriate by the CRA Project Manager).
  
- 3.0 Final Report/CRA Board Adoption (approximately 4 weeks - 60 hours)
  - 3.1 Prepare Final Report for CRA Acceptance.
  - 3.3 Preparation of materials for Plan amendment in accordance with Florida Statutes.
  - 3.3 Public Presentation(s) to CRA Board
  - 3.4 Post Approval Update/Final Report Delivery to CRA Project Manager

## **SCHEDULE OF FEES**

CRA agrees to pay or compensate the CONSULTANT the following not-to-exceed fee(s) in performance of the SCOPE OF SERVICE as provided in this TASK ORDER NO. 1.

Sub-Tasks 1.0, 2.0 and 3.0:

Total Fee: \$30,000.00

IN WITNESS WHEREOF, the parties have executed this TASK ORDER NO. 1 on the date first indicated above:

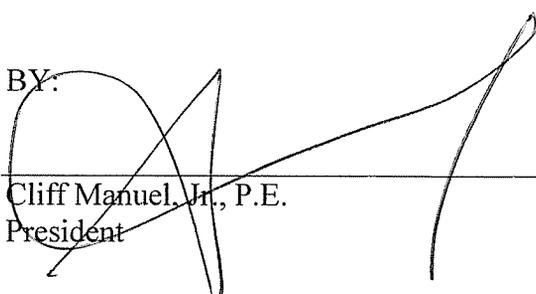
CITY OF BROOKSVILLE  
COMMUNITY REDEVELOPMENT  
AGENCY, HERNANDO COUNTY,  
FLORIDA

COASTAL ENGINEERING  
ASSOCIATES, INC.

BY:

\_\_\_\_\_

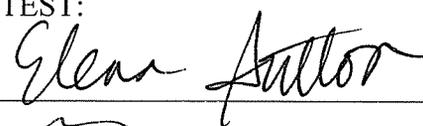
BY:

  
\_\_\_\_\_  
Cliff Manuel, Jr., P.E.  
President

ATTEST:

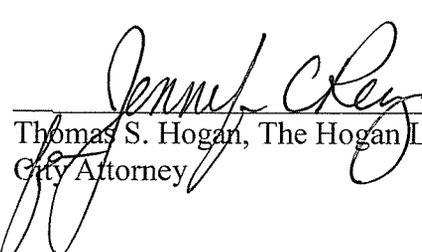
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Glenn Fulton

  
(CORPORATE SEAL)

APPROVED AS TO FORM FOR THE RELIANCE  
OF THE CITY OF BROOKSVILLE ONLY:

  
\_\_\_\_\_  
Thomas S. Hogan, The Hogan Law Firm, LLC  
City Attorney