

**CITY OF BROOKSVILLE
REGULAR CITY COUNCIL MEETING
COUNCIL CHAMBERS
201 HOWELL AVENUE
BROOKSVILLE, FL 34601**

AGENDA

May 20, 2013

7:00 P.M.

- A. CALL TO ORDER**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. CERTIFICATES, PROCLAMATIONS AND PRESENTATIONS**

- 1. Police Department Meritorious Service Awards**

Presentations: Police Chief

- 2. Law Enforcement Awareness Proclamation**

Presentation of Proclamations to Officers and representatives of the Brooksville Police Department, Hernando County Sheriff's Office, Florida Highway Patrol and Florida Department of Law Enforcement and the Florida Department of Fish and Game Commission, designating and supporting the month of May as Law Enforcement Awareness Month.

Presentation: Mayor
Attachment: Proclamation

- D. CITIZEN INPUT**
- E. CONSENT AGENDA**

- 1. Surplus**

Consideration to surplus items determined to be obsolete, inoperable or no longer useful.

- 2. Appointment of Board Members to Public Risk Management of Florida**

Consideration of appointing T. Jennene Norman-Vacha as the Board Member and James Delach as the Alternate Board Member.

- 3. Continuing Engineering Services**

Consideration to piggy back on solicitation number 13-R002 for continuing engineering services issued by Hernando County Board of County Commissioners.

CONSENT AGENDA APPROVAL (√)

Recommendation: Approval of Consent Agenda

REGULAR COUNCIL MEETING – May 20, 2013

Action: Motion to Approve
Attachments: 1) Memo from City Clerk dated 05/02/13, pictures/descriptions of surplus; 2) Memo from Assistant Finance Director dated 05/06/13; 3) Memo from Director of Public Works dated 04/29/13, Hernando County Solicitation; Consent forms/Contracts

F. PUBLIC HEARINGS (*Board Sitting in its Quasi-Judicial Capacity*)

- Entry of Proof of Publication into the Record
- Poll Council Members for Ex-Parte Communications
- Administering of Oath to All Persons Intending to Speak [Expert Witness Credentials]
- Adoption of the Agenda Back-up Materials into Evidence

1. **Ordinance No. 836 – Howell Avenue Rezoning**

Consideration to rezone approximately 0.82 acres located at 259 Howell Avenue from the current zoning of Residential (R-1B) consisting of a single family residential unit to a zoning designation of Professional Office District (P-1).

[1st Reading 5/06/13]

Presentation: City Planner
Recommendation: Direction to Staff or Approval of **Second Reading** of Ordinance No. 836 as recommended by Staff and P&Z Commission upon roll-call vote
Attachments: Memo from Director of Community Development & City Planner dated 05/20/13, Proposed Ordinance, Area Map, PDP Conceptual Site Plan, Zoning Petition, Petitioner's Narrative, PDP Post-development Drainage Map

G. REGULAR AGENDA

1. **Screening Committee Appointment**

Consideration of appointments to the Screening Committee for review of the 2013 Great Brooksvillian nominations.

Presentation: City Clerk
Action: Appointment of Committee Members or Direction to Staff.
Attachments: Memo from City Clerk dated 05/03/13

REGULAR COUNCIL MEETING – May 20, 2013

- H. CITIZEN INPUT
- I. ITEMS BY COUNCIL
- J. ADJOURNMENT

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk's office 48 hours in advance of the meeting at (352) 540-3853. Meeting agendas and supporting documentation are available from the City Clerk's office and on line at www.cityofbrooksville.us.

Any person desiring to appeal any decision with respect to any matter considered at this meeting, may need a record of the proceedings including the testimony and evidence upon which the appeal is to be based, and therefore must make arrangements for a court reporter to ensure that a verbatim record of the proceedings is made.

City of Brooksville

Proclamation

Whereas, the law enforcement officers are guardians of life and property, defenders of the constitutional rights of free men and women, and dedicated to the preservation of life, liberty and the pursuit of happiness; and,

Whereas, law enforcement officers protect our rights and freedoms, keep our streets and neighborhoods safe, and our families secure; and,

Whereas, these dedicated professionals make a valuable difference in our communities by upholding the principle that no one is beyond the protection or reach of the law; and,

Whereas, the City of Brooksville would like to recognize the dedication of the brave men and women who devote their lives to protecting and serving our communities, particularly our own police officers.

Now Therefore, We the Undersigned as City Council for and on Behalf of the City of Brooksville, do hereby proclaim the month of May 2013, as

“Law Enforcement Awareness Month”

in Brooksville and call upon all our citizens in this community to especially honor and show our sincere appreciation for the City of Brooksville Police Department, Hernando County Sheriff’s Department, Florida Highway Patrol, the Florida Department of Law Enforcement and the Florida Fish and Game Commission by deed, remark and attitude.

In Witness Whereof, we have hereunto set our hand and caused the seal of the City of Brooksville, Florida, to be affixed this 20th day of May, 2013, A.D.

City of Brooksville

Lara Bradburn, Mayor

Kevin Hohn, Vice Mayor

Joe Bernardini, Council Member

Frankie Burnett, Council Member

Joseph E. Johnston, III, Council Member

Attest: _____
Janice L. Peters, CMC, City Clerk



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: JANICE L. PETERS, CMC, CITY CLERK

SUBJECT: SURPLUS EQUIPMENT

DATE: May 2, 2013

GENERAL SUMMARY/BACKGROUND: Below is a list of property determined to be obsolete, inoperative or otherwise no longer feasible in the City.

Description

- 1. Computers (9)
- 2. Printers (3)

With Council's approval, the items will be coordinated for auction or disposed of as appropriate.

BUDGET IMPACT: Revenues received will be deposited in the appropriate revenue accounts within the City's Funds. A nominal financial impact is expected from the sale of this surplus equipment.

LEGAL REVIEW: Pursuant to Fla. Stat. §274.05 Surplus property, City Council has the authority and discretion to classify as surplus any of its property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. In addition, within the reasonable exercise of its discretion and having consideration for the best interests of the City, the value and condition of property classified as surplus, and the probability of such property's being desired by a prospective bidder in the event of surplus, the City Council may offer surplus property to other governmental units in the county for sale or donation.

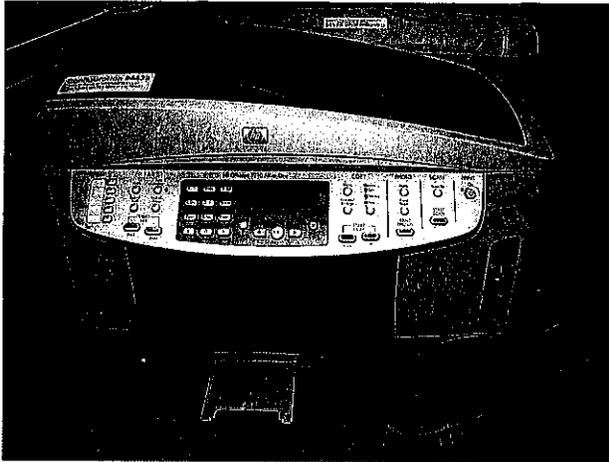
STAFF RECOMMENDATION: Staff recommends City Council declare items as surplus and authorize the City Manager to proceed with the process of disposing of via auction or as appropriate.

ATTACHMENTS: Description and/or Pictures of Items

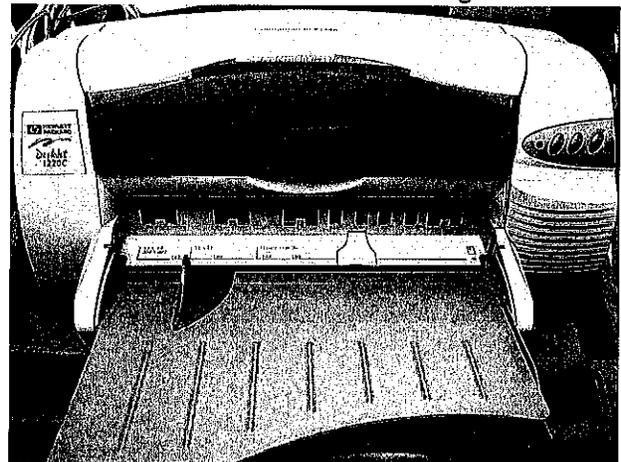
COMPUTER ITEMS

Item	Config#	Model #	Serial #	Reason
Computer	4133	HP Compaq dx2250	MXL47403RH	Obsolete
Computer	4135	Dell Dimension 2400	1Y6GS61	Obsolete
Computer	4136	Dell Dimension 1100	6KG4491	Obsolete
Computer	4142	HP Compaq dx2250	MXL74703RN	Obsolete
Computer	4147	HP Compaq dx2250	MXL74409LN	Obsolete
Laptop	4297	Dell Vostro 1000	5RRSRG1	Obsolete
Computer	4501	Optiplex GX280	J6TQ771	Too costly to repair
Computer	4504	Optiplex GX280	87TQ771	Obsolete
Laptop	4564	Dell Latitude E6500	DDH9TL1	Obsolete

HPDJ1220C Config# 4448



HPOJ7210 All in One Config# 4439



HPLJ1100 Config# 4447





AGENDA ITEM NO. E-2
5/20/13

CONSENT AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 

FROM: JAMES DELACH, ASSISTANT FINANCE DIRECTOR 

SUBJECT: APPOINTMENT of BOARD MEMBERS TO PUBLIC RISK
MANAGEMENT OF FLORIDA (PRM)

DATE: May 6, 2013

GENERAL SUMMARY/BACKGROUND: The Public Risk Management (PRM) By-Laws (Section 6.5) require that the governing body of the PRM Member (City of Brooksville) appoint/designate a PRM Board Member and an Alternate Board Member to represent the City of Brooksville in business matters and serve on the PRM Board of Directors for the Public Risk Management of Florida.

 **BUDGET IMPACT:** There will be no budget impact.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII, 2(b), Fla. Const./Section 166.011, F.S.) to consider and take action on matters of fiscal benefit.

STAFF RECOMMENDATION: Staff recommends that Council appoint T. Jennene Norman Vacha as the Board Member and James Delach as the Alternate Board Member to represent the City of Brooksville and serve on the Board of Directors for Public Risk Management of Florida.



**CONSENT AGENDA ITEM
MEMORANDUM**

TO: THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS

VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER

FROM: RICHARD W. RADACKY, DIRECTOR OF PUBLIC WORKS

SUBJECT: CONTINUING ENGINEERING SERVICES

DATE: April 29, 2013

GENERAL SUMMARY/BACKGROUND: In December 2008, the Hernando County Board of County Commissioners selected five (5) engineering firms for providing continuing professional engineering services. Florida Law (Florida Statutes 287.055) requires selection for engineering services be based on qualifications and experience. The firms selected were as follows:

- Boyle Engineering (which became AECOM Technical Services, Inc.)
- Cardno TBE
- Civil-Tech Consulting Engineers
- Coastal Engineering Associates, Inc.
- HDR Engineering, Inc.

In April 2009, the City of Brooksville piggybacked on the County's selection process and contracted with each of the above firms. The contracts were for a three (3) year term.

In November 2011, the County again began the selection process by advertising for Requests for Qualifications from interested engineering firms. Twenty (20) proposals were received. The term of the contracts would be for three (3) years with two (2) 12-month renewal options upon mutual agreement.

A Professional Services Review Committee (PSRC) was appointed comprising of County staff to review and rank the written proposals. Anticipating that the City may want to piggyback on the County's selection, the City's Public Works Director was also approved to serve on the committee. After due deliberation and consideration, the PSRC ranked the following firms for selection to provide continuing engineering services. The Hernando County Board of County Commissioners approved the ranking of the following firms at its meeting of January 8, 2013:

- Number 1 Ranked Firm Coastal Engineering Associates, Inc.
- Number 2 Ranked Firm Cardno TBE
- Number 3 Ranked Firm Civil-Tech Consulting Engineers/GPI Southeast, Inc.
- Number 4 Ranked Firm HDR Engineering, Inc.
- Number 5 Ranked Firm AECOM Technical Services, Inc.

Staff is requesting approval to utilize the Numbers 1, 2 and 3 ranked firms, Coastal Engineering Associates, Inc.; Cardno TBE; and Civil-Tech/GPI Southeast, Inc.; to provide engineering services to the City on an as-needed basis to complete engineering projects. These firms have

signed a separate contract rider agreeing to all the same terms and conditions of their contract with Hernando County. The contracts are for an initial three (3) year term with two (2) twelve-month renewal options.

BUDGET IMPACT: Funding would be provided through user Department's Line Item Accounts throughout the term of the Continuing Civil Engineering Services Contracts. Budget amendments would be required for projects that have not been established through an approved budget line item by City Council.

LEGAL REVIEW: The City Council has Home Rule Authority (Art. VIII,2(b), Fla. Const./Section 166.011, F.S.) to consider matters of fiscal and intergovernmental benefit. Pursuant to Section 5.04 of the City Charter, competitive bidding is required except to the extent that Council authorizes otherwise by Ordinance.

Pursuant to Section 2-304(a)(1)and(2) of the Code of Ordinances, the amount of expenditure for which the city may obligate itself without competitive bidding by the city is increased provided: (1) The City Manager recommends to the City Council that a specific purchase be made by "piggy-backing" on an award by another governmental entity's competitive bidding process; and the other governmental entity's competitive bidding process provides substantially equivalent procedural guarantees of fairness and competitiveness to those of the city.

STAFF RECOMMENDATION: Staff recommends Council approve Coastal Engineering Associates, Inc., Cardno TBE, and Civil-Tech Consulting Engineers/GPI Southeast, Inc., to be selected as the City of Brooksville Engineers for Continuing Contracts for Engineering Services.

ATTACHMENT:

1. Hernando County Agenda Item
2. Cardno TBE Contract and Consent Form
3. Civil-Tech Consulting Engineers/GPI Southeast, Inc. Contract and Consent Form
4. Coastal Engineering Associates, Inc. Contract and Consent Form

Attachment 1

Hernando County Agenda Item

MEMORANDUM

TO: RUSSELL WETHERINGTON, PURCHASING DIRECTOR
PURCHASING DEPARTMENT

FROM: MARK ^{H92}PUTTMAN, P.E., ENGINEERING SERVICES MANAGER

DATE: DECEMBER 21, 2012

RE: SOLICITATION 13-R002
CONTINUING ENGINEERING SERVICES

Twenty proposals were received by the Purchasing Department for solicitation 13-R002 for Continuing Traffic Engineering Services.

A five member Professional Services Review Committee (PSRC) met on December 20, 2012 to review and evaluation the proposals. The results in ranking order are:

1. Coastal Engineering Associates, Inc.
2. Cardno TBE
3. Civil Tech Consulting Engineers
4. HDR Engineering Inc.
5. AECOM Technical Services, Inc.
6. ICON Consultant Group, Inc.

The Department of Transportation Services concurs with the ranking order and requests the Purchasing Department to submit an Agenda Item to the BOCC on January 8, 2013 for approval. Our intention is to secure five (5) firms.

If additional information is needed, please contact me.

Thank you

pc: Brian Malmberg, P.E., Director of Transportation Services ^{Bm}
Kathleen Buffum, Contract Compliance Officer
Elaine Singer, Finance Manager

Attachment: 13-R002 DeptMemo 4 Ranking Order_MT7510 (7510 : Approve Ranking Order - RFQ 13-R002 Engineering Services)



**REQUEST FOR QUALIFICATIONS
CONTINUING ENGINEERING SERVICES
RFQ #13-R002**



The Hernando County Board of County Commissioners, Hernando County, Florida, invites interested parties to submit proposals **no later than 3:00 PM, WEDNESDAY, NOVEMBER 14, 2012**, for CONTINUING ENGINEERING SERVICES to the Board of County Commissioners.

Interested firms may secure the solicitation package and proposal forms and all other pertinent information by visiting the electronic website service at: www.FloridabidSystem.com or Copies of the solicitation package and project scope are on file and available for inspection by interested firms and may be obtained from the Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 265, Brooksville, Florida 34601, Please Phone (352) 754-4020.

A one-time, informational meeting will be held at **10:30 a.m., LOCAL TIME, on TUESDAY, OCTOBER 30, 2012, at DEPT OF TRANSPORTATION SERVICES, 1525 E. JEFFERSON STREET, BROOKSVILLE, FL 34601**, for the purpose of providing information relative to the selection of a Consultant/Firm and any factual data pertaining to: **CONTINUING ENGINEERING SERVICES.**

Qualified firms desiring consideration shall submit seven (7) complete Technical proposal packages and one (1) CD, clearly marked "Sealed Proposal for **RFQ #13-R002 Continuing Engineering Services**" to Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, Florida 34601, on or before the time stipulated above.

The Board of County Commissioners will not be responsible in the event the U.S. Postal Service or any other courier system fail to deliver any proposal by the deadline stated above.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

Purchasing and Contracts Division will post addenda on Bid Net at www.floridabidsystem.com to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective offerors to visit the Bid Net System at www.floridabidsystem.com to insure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes 119.071 (2011) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

The Hernando County Board of County Commissioners will select and contract with the most qualified firm responding to this solicitation and County Policy.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Russ Wetherington, CPCM, CPPB, CPM
Chief Procurement Officer

NOTICE TO OFFERORS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation by fax (352-754-4199) or by email to: kbuffum@hernandocounty.us before submission of your response. Your point-of-contact for this solicitation is Kathleen Buffum, Contract Compliance Officer.

ISSUE DATE: OCTOBER 18, 2012

Attachment: 13-R002 RFQ_Ad (7510 : Approve Ranking Order - RFQ 13-R002 Engineering Services)



Board of County Commissioners

AGENDA ITEM

Meeting: 01/08/13 09:00 AM
Department: Purchasing & Contracts
Prepared By: Kathleen Buffum

Initiator: Russ Wetherington
DOC ID: 7510
Legal Request Number: Lr 2012 - 624
Bid/Contract Number: RFQ #13-R002 Continuing Engineering Services

J.3

TITLE

Ranking Order of Proposals for Continuing Engineering Services/Negotiation of Contracts with Five Highest-Ranked Firms (RFQ 13-R002)

BRIEF OVERVIEW

On October 18, 2012 at the request of the Department of Transportation and in conjunction with the Department of Environmental Services, Purchasing and Contracts Department issued a Request for Qualifications (RFQ #13-R002) for the above professional engineering services. The term of the resulting contract is for three (3) years with two (2) twelve-month renewal options upon mutual agreement. As stated in the RFQ, the County reserves the right to make multiple awards.

Twenty (20) proposals were received on the opening date of November 14, 2012 from the following firms (in alphabetical order):

A Civil Design Group, LLC	Spring Hill, FL
AECOM Technical Services Inc	Tampa, FL
AIM Engineering	Tampa, FL
American Consulting Engineers	Wesley Chapel, FL
Arcadis U.S., Inc	Tampa, FL
Atkins North America, Inc.	Tampa, FL
Ayres Associates	Tampa, FL
Cardno, TBE	Brooksville, FL
CDM Smith, Inc.	Tampa, FL
Civil-Tech Consulting Engineers	Brooksville, FL
Coastal Engineering Associates, Inc	Brooksville, FL
CPH Engineers, Inc.	Tampa, FL
Florida Design Consultants, Inc.	New Port Richey, FL
Hamilton Engineering & Surveying, Inc.	Tampa, FL
HDR Engineering, Inc.	Tampa, FL
Heidt Design	Tampa, FL
ICON Consultant Group, Inc.	Tampa, FL
Jones Edmunds & Associates, Inc.	Tampa, FL
Pigeon-Robert & Associates, LLC	Ocala, FL
Preble-Rish Inc.	Santa Rosa Beach, FL

A Professional Services Review Committee (PSRC) comprising of Brian Malmberg, PE, Director, Dept. Of Transportation, Mark Guttman, PE, Engineering Services Manager, Susan Goebel-Canning, PE, Director, Department of Environmental Services, Mark Morgan, PE, Engineering Manager, and Richard Radacky, Director, Department of Public Works for City of Brooksville met on December 20, 2012 to review and rank the written proposals.

This selection process was conducted using the guidelines set forth in Section 287.055, Florida Statutes (The Consultants' Competitive Negotiation Act). This statute only permits negotiation of fees or project costs as a part of the contract negotiation process (i.e. after the firms have been ranked).

The PSRC rating resulted in a short list of five of the most qualified firms:

	Name of Firm	Points
No. 1 Ranked Firm	Coastal Engineering Associates	436
No. 2 Ranked Firm	Cardno TBE	434
No. 3 Ranked Firm	Civil Tech Consulting Engineers	429
No. 4 Ranked Firm	HDR Engineering, Inc.	425
No. 5 Ranked Firm	AECOM Technical Services Inc.	406

Due to the completeness of the proposals, the PSRC did not request Oral Presentations.

As per the attached memo dated December 21, 2012, the department concurs with the ranking order of the PSRC and recommends that five contracts be negotiated with the highest ranked firms that will be submitted for approval at a subsequent meeting.

FINANCIAL IMPACT

N/A: Contracts have not been negotiated.

LEGAL NOTE:

The Board has the authority to take the recommended action pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances as well as Florida Statutes Chapter 125 and Chapter 287.055. (LR #2012 - 624)

RECOMMENDATION:

Staff recommends that the Board approve the PSRC's ranking order and authorize staff to negotiate contracts with the five highest ranked firms as per their ranking order:

No. 1 Ranked Order: Coastal Engineering Associates, Inc.
 No. 2 Ranked Order: Cardno TBE
 No. 3 Ranked Order: Civil Tech Consulting Engineers
 No. 4 Ranked Order: HDR Engineering, Inc.
 No. 5 Ranked Order: AECOM Technical Services, Inc.

In the event that a satisfactory contract cannot be negotiated with one of the highest ranked five firms and the department concurs, staff requests Board approval to terminate negotiations with that firm and enter into negotiations with the next highest ranked firm, in order to provide a total of five contracts.

REVIEW PROCESS

Russ Wetherington	Completed	12/26/2012 9:13 AM
Cheryl Marsden	Completed	12/26/2012 9:22 AM
Brian Malmberg	Completed	12/26/2012 9:59 AM
Elaine Singer	Completed	12/27/2012 12:54 PM
Pam Lee	Completed	01/02/2013 8:33 AM
George Zoettlein	Completed	01/02/2013 8:52 AM
Brian Malmberg	Completed	12/26/2012 10:02 AM
Elaine Singer	Completed	12/27/2012 5:20 PM
Susan Goebel-Canning	Completed	01/02/2013 10:49 AM
Grace Sheppard	Completed	12/31/2012 8:30 AM
Sue Bishop	Completed	12/27/2012 9:15 AM
Richard Appicello	Completed	12/28/2012 9:35 AM
Jenine Wimer	Completed	12/28/2012 2:42 PM
Leonard Sossamon	Completed	01/02/2013 1:07 PM
Alice Gura	Completed	01/02/2013 2:46 PM
Board of County Commissioners	Pending	

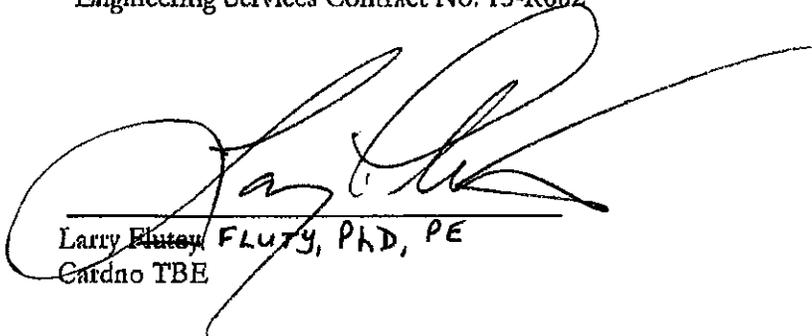
Attachment 2

Cardno TBE Contract & Consent Form

May 3, 2013

Piggy Back Consent Form
Hernando County's Continuing Engineering Services Contract
RFP 13-R002

I confirm by the signing of this form that Cardno TBE will provide the City of Brooksville all applicable consulting terms and services as outlined and included in Hernando County's Continuing Engineering Services Contract No. 13-R002

A large, stylized handwritten signature in black ink, appearing to read 'Larry Fluty', is written over a horizontal line. The signature is fluid and cursive, extending significantly to the right of the line.

Larry Fluty, FLUTY, PHD, PE
Cardno TBE

CONTINUING ENGINEERING SERVICES

B
CONTRACT #13-R002 B

This Contract made and entered into this 26 day of February, 2013, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and Cardo TBE, Inc. whose local mailing address is 20203 Cortez Blvd., Brooksville, FL 34601 hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional Engineering Services for Hernando County; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering Task Orders and other services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the Engineering Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 - GENERAL

- 1.1 "ENGINEER" shall be defined herein to include all principals of the firm of (TBD), including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the ENGINEER to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the COUNTY prior to Notice to Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the ENGINEER will have submitted to the COUNTY a detailed resume of key engineering personnel that will be involved in performing Services described in the Assignment. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.3 The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the

ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in each authorized Task Order.

- 1.3.1 Certain and agreed upon Subconsultant Services may constitute a specialized Task Order requiring the independent Subconsultant to work directly with the COUNTY.
- 1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This assignment is for Continuing Professional Engineering Services for projects located in Hernando County. It is understood that Professional Service projects awarded under this agreement will be assigned on a rotating basis to all Professional Engineering Firms awarded continuing contracts for Continuing Professional Engineering Services, provided that; (1) there is no conflict of interest present relating to the project assignment either by the Engineer or any principal of the Engineer; (2) the Engineer's schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

2.2 SPECIAL ENGINEERING SERVICE

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

2.3 TASK ORDERS

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as "Exhibit B - Task Order Form",

which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

The County Administrator or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g). Professional fees under such specified Task Orders shall be based on a written proposal from the

ENGINEER as may be requested in writing by the COUNTY's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g), for Continuing Contracts either initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – COUNTY'S RIGHTS AND REPONSIBILITIES

The COUNTY shall provide the service described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY's files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.
- 3.2 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required for the ENGINEER within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and render written decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the Engineer.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2 LUMP SUM METHOD

- a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

a. DIRECT COSTS

Direct costs are Subconsultant Costs and Other Direct and Unit Costs as defined below. Direct Sub consultant Costs shall be defined as the actual compensation paid to professional and technical sub consultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

b. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the ENGINEER, including its subconsultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage earners & clerical workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2012 would be the percent change of increase (or decrease) in the CPI-U series between May, 2011 and May 2012 . The percent change would go into effect on October 1, 2012.)

c. OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the ENGINEER of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

(1) EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the ENGINEER's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of COUNTY and shall be given to the COUNTY at the

termination of this Contract, if requested.

(2) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

(3) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

(4) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061. Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)1.a.)

(5) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

d. COST LIMITATION

- (1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.
- (2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.
- (3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER

shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

e. TASK ORDER CONTRACT PRICE

- (1) The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.
- (2) In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the ENGINEER of the County's notification of changed work, unless the County shall grant a further period of time for such request resolution.

f. PROGRESS PAYMENTS TO THE ENGINEER

- (1) For a Task Order performed under the Lump Sum Method of compensation, the ENGINEER must prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.
- (2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the ENGINEER and shall be supported by the

ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-To-Proceed from the COUNTY's Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER,

which delays the completion of any Task Order of the Assignment, the ENGINEER is entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the COUNTY and the ENGINEER in the event such delay causes any Task Order's costs to increase for reasons beyond the ENGINEER's control.

5.3 TERM

This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

5.4 CONTINUING CONTRACT

In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the COUNTY and the ENGINEER, whereby the ENGINEER shall provide professional services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the ENGINEER shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

SECTION 6 - COUNTY'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this contract. The County Administrator or designee shall have the following responsibilities.

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- b. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and paragraph 2.3 hereof.

6.2 DESIGNEE

The County Administrator's designee under a contract resulting from RFQ #13-R002 shall be the Director of Transportation Services.

SECTION 7 - CHANGES IN SCOPE

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the ENGINEER's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform.
- b. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.
- c. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.
- d. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the COUNTY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

- a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY’s Rights and Responsibilities.
- b. The COUNTY fails to pay the ENGINEER in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety

without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the ENGINEER of the COUNTY’s intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional direct costs to be incurred by the COUNTY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has

been completed or is in progress and said documents shall remain the property of the COUNTY. Notwithstanding the foregoing, the Engineer shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 **SUSPENSION**

- a. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

- b. If the aggregate time of the COUNTY's suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 **CLAIMS AND DISPUTES**

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence.

Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY: To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ #13-R002 are incorporated by reference into this contract.

10.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall 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 COUNTY.

The specific requirements of this contract have been detailed in **RFQ #13-R002**. The specific requirements of the RFQ must be met to be compliant with a contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The ENGINEER must 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 as per the requirements of detailed in RFQ #13-R002.

b. Commercial General Liability

The ENGINEER must provide coverage for all operations as detailed in RFQ #13-R002 including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Automobile Liability

The ENGINEER must provide coverage for all owned and non-owned vehicles as detailed in RFQ #13-R002 for limits of not less than \$1,000,000 CSL or its equivalent.

d. Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ #13-R002. Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of negligent performance by the ENGINEER, or any person or subcontractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the Engineer's services and/or construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Purchasing & Contracts Department
20 North Main Street, Room 365
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for five (5) years after final payment is made.

Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

SECTION 12 - OWNER OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its subcontractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

The ENGINEER shall not publish any information concerning this project without the prior written consent of the COUNTY.

SECTION 13 - STANDARDS OF CONDUCT

13.1 ENGINEER EMPLOYEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 ENGINEER COMPLIANCE WITH LAWS

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY's objections prior to the ENGINEER's removal of any employee or representative.

13.5 PUBLICATION

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 14 - ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY's expense.

14.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

This Contract, together with the RFQ #13-R002 issued October 18, 2012 the proposal submitted November 14, 2012 and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part herof by this reference, constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
- Exhibit B: Task Order Format and Standard Hourly Rates
- Exhibit C: Truth in Negotiation Form
- Exhibit D: Insurance Certificate
- Exhibit E: Notice-To-Proceed

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.

ENGINEER:

Mary C. Hollander
Witness

E. Peter Nicholas

COUNTY:
HERNANDO COUNTY BOARD OF
County Commissioners

ATTEST:

Amanda H. Faulkner
Donald C. Barbee, Jr., Clerk of County



David D. Russell, Jr.
David D. Russell, Jr., Chairman

EXHIBIT "A"
SCOPE OF SERVICES
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES
CONTRACT #13-R002/

In accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055), Hernando County is seeking Statements of Qualifications from Florida-registered firms qualified to provide comprehensive general professional civil engineering, planning, and consulting services required in connection with the development and improvement of Hernando County infrastructure.

The type of services may include, but not be limited to civil, traffic, structural, mechanical, and electrical engineering. The Consultant will provide comprehensive design services for roadways, intersections, and pedestrian facilities; storm water and drainage systems; utilities and related infrastructure design and modifications for potable water distribution systems, reclaimed water systems and wastewater collection and transmission systems. Tasks may include but are not limited to: surveying; preparation of plans, specifications, and engineer's reports; cost estimating and scheduling; cost-benefit analysis; technical studies; master plans; permitting; bidding and award; construction administration and resident engineering inspection; project record-keeping and close-out services; and all other related services.

The professional services may be required for various projects, including, but not limited to:

Transportation Services Scope – New or reconstructed two-lane and multi-lane roadways and intersections; open and/or closed drainage systems, structures, and ponds; sidewalks and pedestrian facilities; and other similar transportation related projects.

Utility Scope – New, modified, or relocated utility infrastructure improvements including potable water distribution systems, reclaimed water transmission systems and wastewater collection and transmission systems; lift stations; emergency power systems, and other similar utility related projects.

Facility Scope – Site planning and design of county properties, facilities, and parks; which may include limited architectural improvements.

Environmental assessments, investigations, permit preparation, reports, and other services as may be required to complete work associated with any assigned work.

The scope of work for each project will be negotiated on a rotating basis, as the need for each project arises.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The standard Hourly Labor Rates are subject to adjustment annually based of the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

Position Description	Employee Name	Hourly Rate
ENGINEERING		
Principal Engineer	E. Peter Nikolow, PE	\$185.00
	Steve Howarth, PE	
	Jerry Comellas	
	Dorian Modjeski, PE	
Senior Project Engineer	James W. Hunt, PE	\$155.00
	Tom Fulton, PE	
	Hamid Faraji, PE	
	Larry Fluty, PE	
	Mark Modjeski, PE	
	Bryan Zarlenga, PE	
	Robert Heck, PE	
Project Engineer	Jason Yam, PE	\$105.00
	Tom Rose, PE	
	Kelly Wehner, PE	
	Jeremy Runkle, PE	
	David Allen, PE	
	Upik Suwarno, PE	
Project Manager	Jason Stanley, PE	\$145.00
	David O'Connor, PE	
	James W. Hunt, PE	
	Don McCullers	
	Bruce Wirth	
Senior Designer	Alan Schaffer	\$105.00
	Tim Bowe	
	Greg Woodcock	

Position Description	Employee Name	Hourly Rate
Designer	John Hutchison	\$ 83.00
	Tanya Camacho	
	Sandra Nolte	
<u>SURVEY</u>		
Senior Land Surveyor	Deborah Hill	\$120.00
	Michael Patterson	
Land Surveyor	Andrew Trayner	\$ 96.25
	Ed Connolly	
Survey Technician	William Pyle	\$ 75.00
	Earle Hunter	
4-Man Survey Crew	TBD	\$170.00
3-Man Survey Crew	TBD	\$140.00
2-Man Survey Crew	TBE	\$ 110.00
<u>PLANNING</u>		
Principal Planner	Mark Modjeski, PE	\$170.00
Senior Planner	Marc Mariano	\$122.47
	Tim Bowe	
Staff Planner	Wayne Ponder	\$ 90.00
Senior Transportation Planner	Mark Modjeski, PE	\$142.00
Transportation Planner	Upik Suwarno, PE	\$101.00
<u>LANDSCAPE</u>		
Principal Landscape Architect	Andrew Hill	\$135.00
Senior Landscape Architect	TBD	\$ 95.00
Staff Landscape Architect	TBD	\$ 90.00
Arborist	TBD	
<u>GEOGRAPHIC INFORMATION SCIENCE (GIS)</u>		
Senior GIS Technician	Craig Payne	\$110.00
Staff GIS Technician	Nathan Kerr	\$ 85.00
<u>ENVIRONMENTAL</u>		
Principal Environmental Scientist	Rick Hagberg	\$160.00
	Miles Ballogg	
	Terry Griffin	
Senior Environmental Scientist	Greg Schultz	\$120.00
Staff Environmental Scientist	Shawn Lasseter	\$ 80.00

<u>CONSTRUCTION INSPECTION SERVICES</u>		
Project Administrator	Harry Howarth	\$123.00
Senior Construction Inspector	David Sickler	\$ 77.00
Construction Inspector	Doug Goody	\$ 65.00
EEO Compliance Officer		\$ 65.00
<u>SUPPORT PERSONEL</u>		
Secretary/Clerical	Mary Molander	\$ 60.00
	Ann Marie Summitt	

In the event additional position(s) are required to complete a Task Order/Assignment, the position(s) and billable rate(s) must be negotiated and approved in writing by the County and the Consultant prior to any assignment of the position(s) to the specified Task Order/Assignment. Thereafter, should a subsequent task order/assignment require this same position(s), the staff is approved to provide services for the County.

In the event that any of the above named staff leaves the employment of the Consultant, replacement staff will be selected by the Consultant for the County's approval. Replacement staff must have the same or better qualification and/or certification.

EXHIBIT B – TASK ORDER FEE SCHEDULE

EXHIBIT D – CERTIFICATE OF INSURANCE

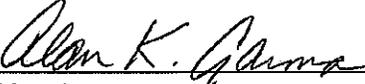
Attachment 3

Civil-Tech/GPI Southeast Contract & Consent Form

May 3, 2013

Piggy Back Consent Form
Hernando County's Continuing Engineering Services Contract
RFP 13-R002

I confirm by the signing of this form that GPI Southeast, Inc. will provide the City of Brooksville all applicable consulting terms and services as outlined and included in Hernando County's Continuing Engineering Services Contract No. 13-R002



Alan Garman, V. P.
GPI Southeast, Inc.

CONTINUING ENGINEERING SERVICES

C
CONTRACT #13-R002 C

This Contract made and entered into this 26 day of January, 2013 by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and GPI Southeast, Inc. whose local mailing address is 12 S. Main Street, Brooksville, FL 34601 hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional Engineering Services for Hernando County; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering Task Orders and other services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the Engineering Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 - GENERAL

- 1.1 "ENGINEER" shall be defined herein to include all principals of the firm of (TBD), including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the ENGINEER to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the COUNTY prior to Notice to Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the ENGINEER will have submitted to the COUNTY a detailed resume of key engineering personnel that will be involved in performing Services described in the Assignment. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.3 The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the

ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in each authorized Task Order.

- 1.3.1 Certain and agreed upon Subconsultant Services may constitute a specialized Task Order requiring the independent Subconsultant to work directly with the COUNTY.
- 1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This assignment is for Continuing Professional Engineering Services for projects located in Hernando County. It is understood that Professional Service projects awarded under this agreement will be assigned on a rotating basis to all Professional Engineering Firms awarded continuing contracts for Continuing Professional Engineering Services, provided that; (1) there is no conflict of interest present relating to the project assignment either by the Engineer or any principal of the Engineer; (2) the Engineer's schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

2.2 SPECIAL ENGINEERING SERVICE

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

2.3 TASK ORDERS

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as "Exhibit B - Task Order Form",

which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

The County Administrator or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g). Professional fees under such specified Task Orders shall be based on a written proposal from the

ENGINEER as may be requested in writing by the COUNTY's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g), for Continuing Contracts either initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – COUNTY'S RIGHTS AND REPONSIBILITIES

The COUNTY shall provide the service described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY's files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.
- 3.2 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required for the ENGINEER within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and render written decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the Engineer.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2 LUMP SUM METHOD

- a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

a. DIRECT COSTS

Direct costs are Subconsultant Costs and Other Direct and Unit Costs as defined below. Direct Sub consultant Costs shall be defined as the actual compensation paid to professional and technical sub consultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

b. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the ENGINEER, including its subconsultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage earners & clerical workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2012 would be the percent change of increase (or decrease) in the CPI-U series between May, 2011 and May 2012 . The percent change would go into effect on October 1, 2012.)

c. OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the ENGINEER of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

(1) EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the ENGINEER's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of COUNTY and shall be given to the COUNTY at the

termination of this Contract, if requested.

(2) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

(3) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

(4) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061. Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)1.a.)

(5) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

d. COST LIMITATION

- (1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.
- (2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.
- (3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER

shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

e. TASK ORDER CONTRACT PRICE

- (1) The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.
- (2) In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the ENGINEER of the County's notification of changed work, unless the County shall grant a further period of time for such request resolution.

f. PROGRESS PAYMENTS TO THE ENGINEER

- (1) For a Task Order performed under the Lump Sum Method of compensation, the ENGINEER must prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.
- (2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the ENGINEER and shall be supported by the

ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-To-Proceed from the COUNTY's Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER,

which delays the completion of any Task Order of the Assignment, the ENGINEER is entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the COUNTY and the ENGINEER in the event such delay causes any Task Order's costs to increase for reasons beyond the ENGINEER's control.

5.3 TERM

This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

5.4 CONTINUING CONTRACT

In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the COUNTY and the ENGINEER, whereby the ENGINEER shall provide professional services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the ENGINEER shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

SECTION 6 - COUNTY'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this contract. The County Administrator or designee shall have the following responsibilities.

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- b. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and paragraph 2.3 hereof.

6.2 DESIGNEE

The County Administrator's designee under a contract resulting from RFQ #13-R002 shall be the Director of Transportation Services.

SECTION 7 - CHANGES IN SCOPE

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the ENGINEER's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform.
- b. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.
- c. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.
- d. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the COUNTY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

- a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY’s Rights and Responsibilities.
- b. The COUNTY fails to pay the ENGINEER in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety

without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the ENGINEER of the COUNTY’s intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional direct costs to be incurred by the COUNTY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has

been completed or is in progress and said documents shall remain the property of the COUNTY. Notwithstanding the foregoing, the Engineer shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 **SUSPENSION**

- a. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

- b. If the aggregate time of the COUNTY's suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 **CLAIMS AND DISPUTES**

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence.

Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY: To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ #13-R002 are incorporated by reference into this contract.

10.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall 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 COUNTY.

The specific requirements of this contract have been detailed in RFQ #13-R002. The specific requirements of the RFQ must be met to be compliant with a contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The ENGINEER must 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 as per the requirements of detailed in RFQ #13-R002.

b. Commercial General Liability

The ENGINEER must provide coverage for all operations as detailed in RFQ #13-R002 including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Automobile Liability

The ENGINEER must provide coverage for all owned and non-owned vehicles as detailed in RFQ #13-R002 for limits of not less than \$1,000,000 CSL or its equivalent.

d. Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ #13-R002. Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of negligent performance by the ENGINEER, or any person or subcontractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the Engineer's services and/or construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Purchasing & Contracts Department
20 North Main Street, Room 365
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for five (5) years after final payment is made.

Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

SECTION 12 - OWNER OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its subcontractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

The ENGINEER shall not publish any information concerning this project without the prior written consent of the COUNTY.

SECTION 13 - STANDARDS OF CONDUCT

13.1 ENGINEER EMPLOYEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 ENGINEER COMPLIANCE WITH LAWS

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY's objections prior to the ENGINEER's removal of any employee or representative.

13.5 PUBLICATION

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 14 - ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY's expense.

14.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping appraised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

This Contract, together with the RFQ #13-R002 issued October 18, 2012 the proposal submitted November 14, 2012 and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part herof by this reference, constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
- Exhibit B: Task Order Format and Standard Hourly Rates
- Exhibit C: Truth in Negotiation Form
- Exhibit D: Insurance Certificate
- Exhibit E: Notice-To-Proceed

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.

ENGINEER:

Charles A. Turner
Witness

Ala K. Gama V.P.

ATTEST:

COUNTY:
HERNANDO COUNTY BOARD OF
County Commissioners

Donald C. Barbee, Jr.
Donald C. Barbee, Jr., Clerk of Court



David D. Russell, Jr.
David D. Russell, Jr., Chairman

EXHIBIT "A"
SCOPE OF SERVICES
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES
CONTRACT #13-R002/

In accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055), Hernando County is seeking Statements of Qualifications from Florida-registered firms qualified to provide comprehensive general professional civil engineering, planning, and consulting services required in connection with the development and improvement of Hernando County infrastructure.

The type of services may include, but not be limited to civil, traffic, structural, mechanical, and electrical engineering. The Consultant will provide comprehensive design services for roadways, intersections, and pedestrian facilities; storm water and drainage systems; utilities and related infrastructure design and modifications for potable water distribution systems, reclaimed water systems and wastewater collection and transmission systems. Tasks may include but are not limited to: surveying; preparation of plans, specifications, and engineer's reports; cost estimating and scheduling; cost-benefit analysis; technical studies; master plans; permitting; bidding and award; construction administration and resident engineering inspection; project record-keeping and close-out services; and all other related services.

The professional services may be required for various projects, including, but not limited to:

Transportation Services Scope – New or reconstructed two-lane and multi-lane roadways and intersections; open and/or closed drainage systems, structures, and ponds; sidewalks and pedestrian facilities; and other similar transportation related projects.

Utility Scope – New, modified, or relocated utility infrastructure improvements including potable water distribution systems, reclaimed water transmission systems and wastewater collection and transmission systems; lift stations; emergency power systems, and other similar utility related projects.

Facility Scope – Site planning and design of county properties, facilities, and parks; which may include limited architectural improvements.

Environmental assessments, investigations, permit preparation, reports, and other services as may be required to complete work associated with any assigned work.

The scope of work for each project will be negotiated on a rotating basis, as the need for each project arises.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The standard Hourly Labor Rates are subject to adjustment annually based on the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

The following hourly rates include all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

Position Description	Employee Name	Hourly Rate
ENGINEERING		
Principal Engineer	Lyle (Bob) Titterington, PE	\$185.00
	A. L. (Skip) Harvey, PE	
	Jerry T. Wentzel, PE	
	Thomas J. Lepore, PE	
Senior Project Engineer	Kenneth (Dale) Ravencraft	\$155.00
	Daniel Smith, PhD, PE	
Project Engineer	Paul Bradley, PE	\$105.00
	Alan Garri, PE	
Project Manager	Alan Garman	\$145.00
	Jason Crenshaw, PE	
	Michael Borremans, PE	
Senior Designer	Marcel Manda	\$105.00
Designer	John Sokolik	\$ 83.00
CADD Technician	Winena Christian	\$ 75.00
SURVEY		
Senior Land Surveyor	Lawrence (Larry) Bland, PSM	\$110.00
	Scott Osborne, PSM	
Land Surveyor	Wayne Calhoun, PSM	\$ 96.25
Survey Technician	James (Hunter) Blair, PSM	\$ 75.00
4-Man Survey Crew		\$170.00
3-Man Survey Crew		\$140.00
2-Man Survey Crew		\$110.00

Position Description		
<u>PLANNING</u>		
Principal Planner	TBD	\$170.00
Senior Planner	TBD	\$122.47
Staff Planner	TBD	\$ 90.00
Senior Transportation Planner	B. Jamie Sweeney	\$142.00
Transportation Planner	TBD	\$101.00
<u>LANDSCAPE</u>	N/A	
Principal Landscape Architect		\$135.00
Senior Landscape Architect		\$ 95.00
Staff Landscape Architect		\$ 90.00
Arborist		TBD
<u>GEOGRAPHIC INFORMATION SCIENCE (GIS)</u>		
Senior GIS Technician	Dan Schmutz, MS	\$110.00
Staff GIS Technician	Amy Norris	\$ 60.00
<u>ENVIRONMENTAL</u>		
Principal Environmental Scientist	Dan Schmutz, MS	\$155.00
Senior Environmental Scientist	Patricia Dooris, PhD	\$120.00
	Diane Willis, MS	
	Scott M. Deitche	
Staff Environmental Scientist	David McAlpine	\$ 75.00
Environmental Technician	Amy Norris	\$ 60.00
Environmental Specialist	John J. Walkinshaw	\$ 90.00
<u>CONSTRUCTION INSPECTION SERVICES</u>		
Project Administrator	James (Mike) Lewis	\$123.00
Senior Construction Inspector	William Robison	\$ 77.00
Construction Inspector	TBD	\$ 65.00
EEO Compliance Officer	TBD	\$ 65.00
<u>SUPPORT PERSONEL</u>		
Secretary/Clerical	TBD	\$ 60.00

In the event additional position(s) are required to complete a Task Order/Assignment, the position(s) and billable rate(s) must be negotiated and approved in writing by the County and the Consultant prior to any assignment of the position(s) to the specified Task Order/Assignment. Thereafter, should a subsequent task order/assignment require this same position(s), the staff is approved to provide services for the County.

In the event that any of the above named staff leaves the employment of the Consultant, replacement staff will be selected by the Consultant for the County's approval. Replacement staff must have the same or better qualification and/or certification.

Attachment 4

Coastal Engineering Contract & Consent Form

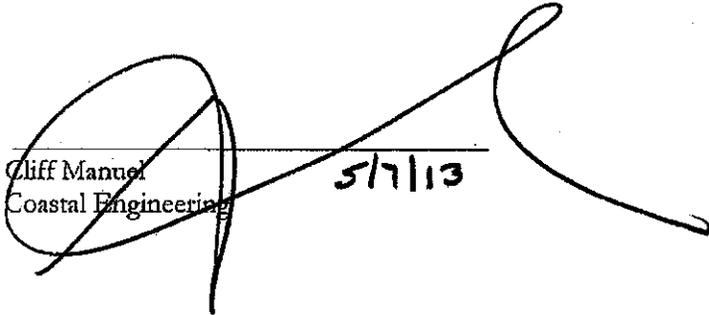
May 3, 2013

Piggy Back Consent Form
Hernando County's Continuing Engineering Services Contract
RFP 13-R002A

I confirm by the signing of this form that Coastal Engineering will provide the City of Brooksville all applicable consulting terms and services as outlined and included in Hernando County's Continuing Engineering Services Contract No. 13-R002A

Cliff Manuel
Coastal Engineering

5/7/13



CONTINUING ENGINEERING SERVICES

A
CONTRACT #13-R002 A

This Contract made and entered into this 26 day of February, 2013, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and ~~Coastal Engineering Associates, Inc.~~ Coastal Engineering Associates, Inc. whose local mailing address is ~~966 Candlelight Blvd., Brooksville, FL 34601~~ 966 Candlelight Blvd., Brooksville, FL 34601 hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional Engineering Services for Hernando County; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering Task Orders and other services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the Engineering Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055; Florida Statutes and Hernando County Policy, latest revision.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 - GENERAL

- 1.1 "ENGINEER" shall be defined herein to include all principals of the firm of (TBD), including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the ENGINEER to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the COUNTY prior to Notice to Proceed with their prospective work assignments.
- 1.2 Prior to the start of any work under this Contract, the ENGINEER will have submitted to the COUNTY a detailed resume of key engineering personnel that will be involved in performing Services described in the Assignment. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.
- 1.3 The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the

ENGINEER may be necessary from time to time for the successful completion of the Assignments. The ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in each authorized Task Order.

- 1.3.1 Certain and agreed upon Subconsultant Services may constitute a specialized Task Order requiring the independent Subconsultant to work directly with the COUNTY.
- 1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment.
- 1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This assignment is for Continuing Professional Engineering Services for projects located in Hernando County. It is understood that Professional Service projects awarded under this agreement will be assigned on a rotating basis to all Professional Engineering Firms awarded continuing contracts for Continuing Professional Engineering Services, provided that; (1) there is no conflict of interest present relating to the project assignment either by the Engineer or any principal of the Engineer; (2) the Engineer's schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer's cost proposal for completing the assignment is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

2.2 SPECIAL ENGINEERING SERVICE

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

2.3 TASK ORDERS

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as "Exhibit B - Task Order Form",

which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

The County Administrator or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g). Professional fees under such specified Task Orders shall be based on a written proposal from the

ENGINEER as may be requested in writing by the COUNTY's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g), for Continuing Contracts either initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – COUNTY'S RIGHTS AND REPONSIBILITIES

The COUNTY shall provide the service described below in a timely fashion at no cost to the ENGINEER:

- 3.1 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY's files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.
- 3.2 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.
- 3.3 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required for the ENGINEER within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.

- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and render written decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the Engineer.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2 LUMP SUM METHOD

- a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.
- b) Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

a. DIRECT COSTS

Direct costs are Subconsultant Costs and Other Direct and Unit Costs as defined below. Direct Sub consultant Costs shall be defined as the actual compensation paid to professional and technical sub consultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

b. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the ENGINEER, including its subconsultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B Standard Task Order Format" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by increasing or decreasing the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage earners & clerical workers (not seasonally adjusted), for the percent of change through the month of May of each calendar year. (For example, an increase (or decrease) to go into effect October 1, 2012 would be the percent change of increase (or decrease) in the CPI-U series between May, 2011 and May 2012 . The percent change would go into effect on October 1, 2012.)

c. OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the ENGINEER of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs:

(1) EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the ENGINEER's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00, shall be the property of COUNTY and shall be given to the COUNTY at the

termination of this Contract, if requested.

(2) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

(3) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

(4) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061. Mileage to be charged at \$0.445 per mile (FS 112.061(7)(d)1.a.)

(5) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

d. COST LIMITATION

- (1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.
- (2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.
- (3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER

shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

e. TASK ORDER CONTRACT PRICE

- (1) The total Task Order Price consists of the sum of the Cost Limitation and any Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.
- (2) In the event, any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the ENGINEER of the County's notification of changed work, unless the County shall grant a further period of time for such request resolution.

f. PROGRESS PAYMENTS TO THE ENGINEER

- (1) For a Task Order performed under the Lump Sum Method of compensation, the ENGINEER must prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.
- (2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER must submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the ENGINEER and shall be supported by the

ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

SECTION 5 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-To-Proceed from the COUNTY's Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER must complete its work in accordance with the time schedule specified in the applicable Task Order/Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER,

which delays the completion of any Task Order of the Assignment, the ENGINEER is entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the COUNTY and the ENGINEER in the event such delay causes any Task Order's costs to increase for reasons beyond the ENGINEER's control.

5.3 TERM

This Contract shall expire three (3) years after the date of execution of this Agreement and may be extended for up to two (2) additional one (1) year periods, not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

5.4 CONTINUING CONTRACT

In accordance with 287.055 (g), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the COUNTY and the ENGINEER, whereby the ENGINEER shall provide professional services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the ENGINEER shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

SECTION 6 - COUNTY'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this contract. The County Administrator or designee shall have the following responsibilities.

- a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.
- b. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.
- e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) and paragraph 2.3 hereof.

6.2 **DESIGNEE**

The County Administrator's designee under a contract resulting from **RFQ #13-R002** shall be the Director of Transportation Services.

SECTION 7 - CHANGES IN SCOPE

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the ENGINEER's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

SECTION 8 - TERMINATION OF CONTRACT

8.1 **TERMINATION BY COUNTY FOR CAUSE**

The COUNTY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform.
- b. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.
- c. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.
- d. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.
- e. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.
- f. In the event of any of the causes described in Section 8.1, the COUNTY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

- a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY's Rights and Responsibilities.
- b. The COUNTY fails to pay the ENGINEER in accordance with Section 4 – Compensation.
- c. In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety

without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the ENGINEER of the COUNTY's intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional direct costs to be incurred by the COUNTY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has

been completed or is in progress and said documents shall remain the property of the COUNTY. Notwithstanding the foregoing, the Engineer shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

8.6 **SUSPENSION**

- a. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

- b. If the aggregate time of the COUNTY's suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

SECTION 9 - CLAIMS AND DISPUTES/REMEDIES

9.1 **CLAIMS AND DISPUTES**

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence.

Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10 - INDEMNITY AND INSURANCE

10.1 GENERAL

INDEMNITY: To the fullest extent permitted by Florida law, the Consultant/Firm shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant/Firm and other persons employed or utilized by the Consultant/Firm in the performance of the contract.

The Insurance provisions of RFQ #13-R002 are incorporated by reference into this contract.

10.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall 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 COUNTY.

The specific requirements of this contract have been detailed in RFQ #13-R002. The specific requirements of the RFQ must be met to be compliant with a contract resulting from the solicitation process and may include the following:

- a. Worker's Compensation

The ENGINEER must 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 as per the requirements of detailed in RFQ #13-R002.

b. Commercial General Liability

The ENGINEER must provide coverage for all operations as detailed in RFQ #13-R002 including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Automobile Liability

The ENGINEER must provide coverage for all owned and non-owned vehicles as detailed in RFQ #13-R002 for limits of not less than \$1,000,000 CSL or its equivalent.

d. Professional Liability Insurance

Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in RFQ #13-R002. Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of negligent performance by the ENGINEER, or any person or subcontractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the Engineer's services and/or construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Purchasing & Contracts Department
20 North Main Street, Room 365
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11 - NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for five (5) years after final payment is made.

Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

SECTION 12 - OWNER OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its subcontractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

The ENGINEER shall not publish any information concerning this project without the prior written consent of the COUNTY.

SECTION 13 - STANDARDS OF CONDUCT

13.1 ENGINEER EMPLOYEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 ENGINEER COMPLIANCE WITH LAWS

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY's objections prior to the ENGINEER's removal of any employee or representative.

13.5 PUBLICATION

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 14 - ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY's expense.

14.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15 - CODES AND DESIGN STANDARDS

All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping appraised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16 - ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SECTION 17 - CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18 - FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19 - EXTENT OF CONTRACT

This Contract, together with the RFQ #13-R002 issued October 18, 2012 the proposal submitted November 14, 2012 and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part herof by this reference, constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

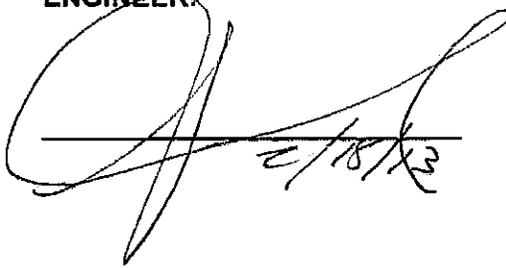
The Exhibits supplemental to and made a part of this Contract are as follows:

- Exhibit A: Scope of Work
- Exhibit B: Task Order Format and Standard Hourly Rates
- Exhibit C: Truth in Negotiation Form
- Exhibit D: Insurance Certificate
- Exhibit E: Notice-To-Proceed

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.



Witness

ENGINEER:


2/15/23

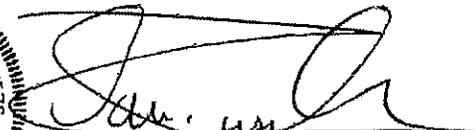
ATTEST:

COUNTY:
HERNANDO COUNTY BOARD OF
County Commissioners



Donald C. Barbee, Jr., Clerk of Court





David D. Russett, Jr., Chairman

EXHIBIT "A"
SCOPE OF SERVICES
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES
CONTRACT #13-R002/

In accordance with the Consultants' Competitive Negotiation Act (F.S. 287.055), Hernando County is seeking Statements of Qualifications from Florida-registered firms qualified to provide comprehensive general professional civil engineering, planning, and consulting services required in connection with the development and improvement of Hernando County infrastructure.

The type of services may include, but not be limited to civil, traffic, structural, mechanical, and electrical engineering. The Consultant will provide comprehensive design services for roadways, intersections, and pedestrian facilities; storm water and drainage systems; utilities and related infrastructure design and modifications for potable water distribution systems, reclaimed water systems and wastewater collection and transmission systems. Tasks may include but are not limited to: surveying; preparation of plans, specifications, and engineer's reports; cost estimating and scheduling; cost-benefit analysis; technical studies; master plans; permitting; bidding and award; construction administration and resident engineering inspection; project record-keeping and close-out services; and all other related services.

The professional services may be required for various projects, including, but not limited to:

Transportation Services Scope – New or reconstructed two-lane and multi-lane roadways and intersections; open and/or closed drainage systems, structures, and ponds; sidewalks and pedestrian facilities; and other similar transportation related projects.

Utility Scope – New, modified, or relocated utility infrastructure improvements including potable water distribution systems, reclaimed water transmission systems and wastewater collection and transmission systems; lift stations; emergency power systems, and other similar utility related projects.

Facility Scope – Site planning and design of county properties, facilities, and parks; which may include limited architectural improvements.

Environmental assessments, investigations, permit preparation, reports, and other services as may be required to complete work associated with any assigned work.

The scope of work for each project will be negotiated on a rotating basis, as the need for each project arises.

EXHIBIT "B"
STANDARD LABOR RATE SCHEDULE

The standard Hourly Labor Rates are subject to adjustment annually based of the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage earners & clerical workers, for the percent of change through the month of May of each calendar year.

The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

Position Description	Firm Name	Employee Name	Hourly Rate
ENGINEERING			
Principal Engineer	Coastal Engineering	Clifford Manuel Jr., P.E.	\$170.00
	Hall Engineering	Keith Hall, P.E.	\$170.00
	Hall Engineering	Rolando Alvarez, P.E.	\$170.00
	Coastal Design Consult	Paul A. Manuel, P.E.	\$170.00
	DeCaro Structural Inc	John DeCaro, P.E.	\$170.00
Principal Transportation Engineer	Coastal Engineering	Clifford Manuel, P.E.	\$155.00
	Coastal Design Consult	Paul A. Manuel, P.E.	\$155.00
Senior Project Engineer	Coastal Engineering	Clifford Manuel, Jr. P.E.	\$110.00
	Hall Engineering	Adam Eaches	\$110.00
	DeCaro Structural Inc.	Vaughn Willson, P.E.	\$110.00
Project Engineer	Coastal Design Consult	Hunter P. Brown, P.E.	\$100.00
Project Manager	Coastal Engineering	Burt Bennett	\$132.00
	Hall Engineering	Donna Hall	\$132.00
	DeCaro Structural Inc.	John DeCaro, P.E.	\$132.00
Senior Designer	Coastal Engineering	Patricia Arndt	\$ 90.00
	Coastal Engineering	Alex McPherson	\$ 90.00
	Coastal Design Consult	Thomas O'Brien	\$ 90.00
	Coastal Design Consult	Craig Zike	\$ 90.00
	Hall Engineering	Jose Diaz	\$ 90.00
Designer	Hall Engineering	Chris Giorgio	\$ 77.00
SURVEY			
Senior Land Surveyor	Coastal Engineering	Marc Hall, P.L.S.	\$110.00
Land Surveyor	Coastal Engineering	Douglas Negron, P.L.S.	\$ 90.00

Position Description	Firm Name	Employee Name	Hourly Rate
Survey Technician	Coastal Engineering	Marc Hall, P.L.S	\$ 72.00
	Coastal Engineering	Douglas Negron, P.L.S	\$ 72.00
4-Man Survey Crew	N/A		
3-Man Survey Crew	Coastal Engineering		\$132.00
2-Man Survey Crew	Coastal Engineering		\$ 105.00
<u>PLANNING</u>			
Principal Planner	Coastal Engineering	Donald Lacey, A.I.C.P.	\$155.00
Senior Planner	Coastal Engineering	Donald Lacey, A.I.C.P.	\$130.00
Staff Planner	Coastal Engineering	Janet Hehn	\$ 90.00
Senior Transportation Planner	Coastal Design Consult	Paul A. Manuel, P.E.	\$105.00
Transportation Planner	Coastal Design Consul.	Hunter P. Brown, P.E.	\$ 90.00
<u>LANDSCAPE</u>	N/A		
Principal Landscape Architect			
Senior Landscape Architect			
Staff Landscape Architect			
Arborist			
<u>GEOGRAPHIC INFORMATION SCIENCE (GIS)</u>	N/A		
Senior GIS Technician			
Staff GIS Technician			
<u>ENVIRONMENTAL</u>			
Principal Environmental Scientist			
Senior Environmental Scientist	Coastal Engineering	Joseph Calamari	\$110.00
Staff Environmental Scientist			
<u>CONSTRUCTION INSPECTION SERVICES</u>			
Project Administrator			
Senior Construction Inspector	Coastal Engineering	Burt Bennett	\$ 77.00
	Coastal Design Consult	Craig Zike	\$ 77.00
Construction Inspector	Coastal Engineering	Lonny Jones	\$ 65.00
EEO Compliance Officer			

<u>SUPPORT PERSONEL</u>			
Secretary/Clerical	Coastal Engineering	Janet Hehn	\$ 55.00
	Coastal Engineering	Elena Sutton	\$ 55.00
	Coastal Design Consult	Christine M. Banull	\$ 55.00
	Coastal Design Consult	Angel H. Crisp	\$ 55.00

In the event additional position(s) are required to complete a Task Order/Assignment, the position(s) and billable rate(s) must be negotiated and approved in writing by the County and the Consultant prior to any assignment of the position(s) to the specified Task Order/Assignment. Thereafter, should a subsequent task order/assignment require this same position(s), the staff is approved to provide services for the County.

In the event that any of the above named staff leaves the employment of the Consultant, replacement staff will be selected by the Consultant for the County's approval. Replacement staff must have the same or better qualification and/or certification.



**AGENDA ITEM
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER *(Signature: T. Jennene Norman-Vacha)*
VIA: BILL GEIGER, COMMUNITY DEVELOPMENT DIRECTOR *(Signature: Bill Geiger)*
FROM: STEVEN E. GOULDMAN, AICP, CITY PLANNER
SUBJECT: ORDINANCE NO. 836 – REZONING
DATE: MAY 20, 2013

GENERAL SUMMARY/BACKGROUND: The request is to rezone a tract of approximately 0.75 acres from R-1B to P-1 (Professional Office). Located on the west side of Howell Avenue approximately 400 feet north of Fort Dade Avenue, the property is developed with a two-story single-family structure that was constructed in 1910. It is the intent of the petitioner to utilize the first floor of the structure as an art gallery and to provide for residential space on the second floor. The property has a Comprehensive Plan designation of Commercial.

Compatibility with Surrounding Area: The subject property is, as previously noted, located on the west side of Howell Avenue approximately 400 feet north of Fort Dade Avenue, and is within the City's Historical Central Business/Residential District. The district contains a high concentration of government uses, commercial uses, historic residential low density development and higher density residential development. The Historic Central Business and Residential District is the primary focus for preservation and rehabilitation of historic buildings, business retention, recruitment, and cultural activities. The immediate area contains a mixture of zoning designations and uses, including a property zoned C-1 and developed with an assisted living facility to the north, an R-1B zoned property to the south and a P-1 zoned property to the east across Howell Avenue. Given the fact that the property is located at the edge of the downtown commercial district, staff finds the proposed zoning designation is compatible with the surrounding development pattern and will serve as a transition from the commercial uses to the south and the more residentially-oriented environment to the north. The request is also consistent with the property's Commercial Future Land Use designation and could not be considered for approval without the designation.

Public Facilities and Level of Service: The project is served by City water and sewer services. Police, fire and sanitation collection services are also provided by the City.

Natural Resources and Drainage: The property is, as noted above, presently developed with a single-family conventional structure two stories in height. Parking as required by the Land Development Code for the proposed use is satisfied by the on-

street parking spaces located immediately adjacent to the site. Handicap parking will be provided on-site. According to the current adopted FEMA Flood Insurance Rate Map community panels, the subject site is located within Flood Zone X, which is defined as an area exhibiting minimal flood potential. Any future development of the site will be subject to all Land Development Code requirements as well as SWFWMD 40D-4 permitting requirements and the City's Comprehensive Plan policies relating to stormwater retention and conveyance.

BUDGET IMPACT: Costs for processing rezoning requests are offset by applicable application fees.

LEGAL REVIEW: Florida Statutes § 163.3202(2)(b) requires that each county and each municipality regulate the use of land and water for those land use categories included in the Comprehensive Plan Future Land Use element and ensure the compatibility of adjacent uses and provide for open space.

PLANNING & ZONING COMMISSION AND STAFF RECOMMENDATION: At their April 10, 2013 meeting, the Planning and Commission concurred with the staff finding that the request is consistent with the City's Comprehensive Plan and compatible with the surrounding development pattern. The Planning and Zoning Commission therefore concurred with the staff recommendation that City Council approve the request to rezone the subject property from R-1B to P-1.

CITY COUNCIL ACTION:

At the May 6, 2013 hearing, the City Council approved staff recommendation relative to this request and scheduled the second and final reading for May 20, 2013.

- ATTACHMENTS:**
1. Draft Ordinance No. 836
 2. Area Map
 3. Zoning Petition
 4. Petitioner's Narrative
 5. Site Survey

Attachment 1

Draft Ordinance No. 836

ORDINANCE NO. 836

AN ORDINANCE PROVIDING A ZONING CLASSIFICATION OF P-1 (PROFESSIONAL OFFICE), FOR CERTAIN REAL PROPERTY DESCRIBED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

SECTION 1. ZONING. That the following described property in the City of Brooksville, Florida is hereby zoned as a Professional Office (P-1). Exhibit "A" provides a graphic view of the property.

Robert G. Smith
Parcel Key # 00144935. Legal Description:

A part of Lot 16 on Monroe Ferry Road, also known as Howell Avenue in the Town of Brooksville, and beginning at the Northeast corner of lot upon which the John M. Taylor residence was located, which corner is referred to in a deed dated the 22nd day of December 1887, from Marie E. Mickler, guardian to Sarah H. Taylor and recorded in Book 3, Page 346, Public Records of Hernando County, Florida, from said point of beginning run 83 feet North 18 degrees East along said Howell Avenue, thence West 450 feet to the Western boundary of said Lot 16, thence South 79 feet to the Northwest corner of said Taylor lot, thence East along the Taylor line 430 feet to the POINT OF BEGINNING.

Location: 259 Howell Avenue, approximately 400 feet north of Fort Dade Avenue.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BROOKSVILLE, FLORIDA, AS FOLLOWS:

The aforementioned property located within the City of Brooksville, Florida, is hereby assigned a zoning classification of P-1 (Professional Office) and the zoning map of the City of Brooksville shall be amended accordingly.

SECTION 2. FINDINGS. The City Council does hereby find that the proposed zoning of this property with a P-1 designation will not be inconsistent with the City's Comprehensive Plan and is compatible with existing land uses in this area.

SECTION 3. EFFECTIVE DATE. This Ordinance and zoning of the property described hereto shall take effect immediately upon its adoption.

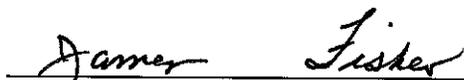
CITY OF BROOKSVILLE

Attest: _____
Janice L. Peters, CMC, City Clerk

By: _____
Lara Bradburn, Mayor

PASSED on First Reading May 6, 2013
NOTICE Published on April 26, 2013 & May 15, 2013
PASSED on Second & Final Reading _____

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



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

VOTE OF COUNCIL:

Bernardini _____
Bradburn _____
Burnett _____
Hohn _____
Johnston _____

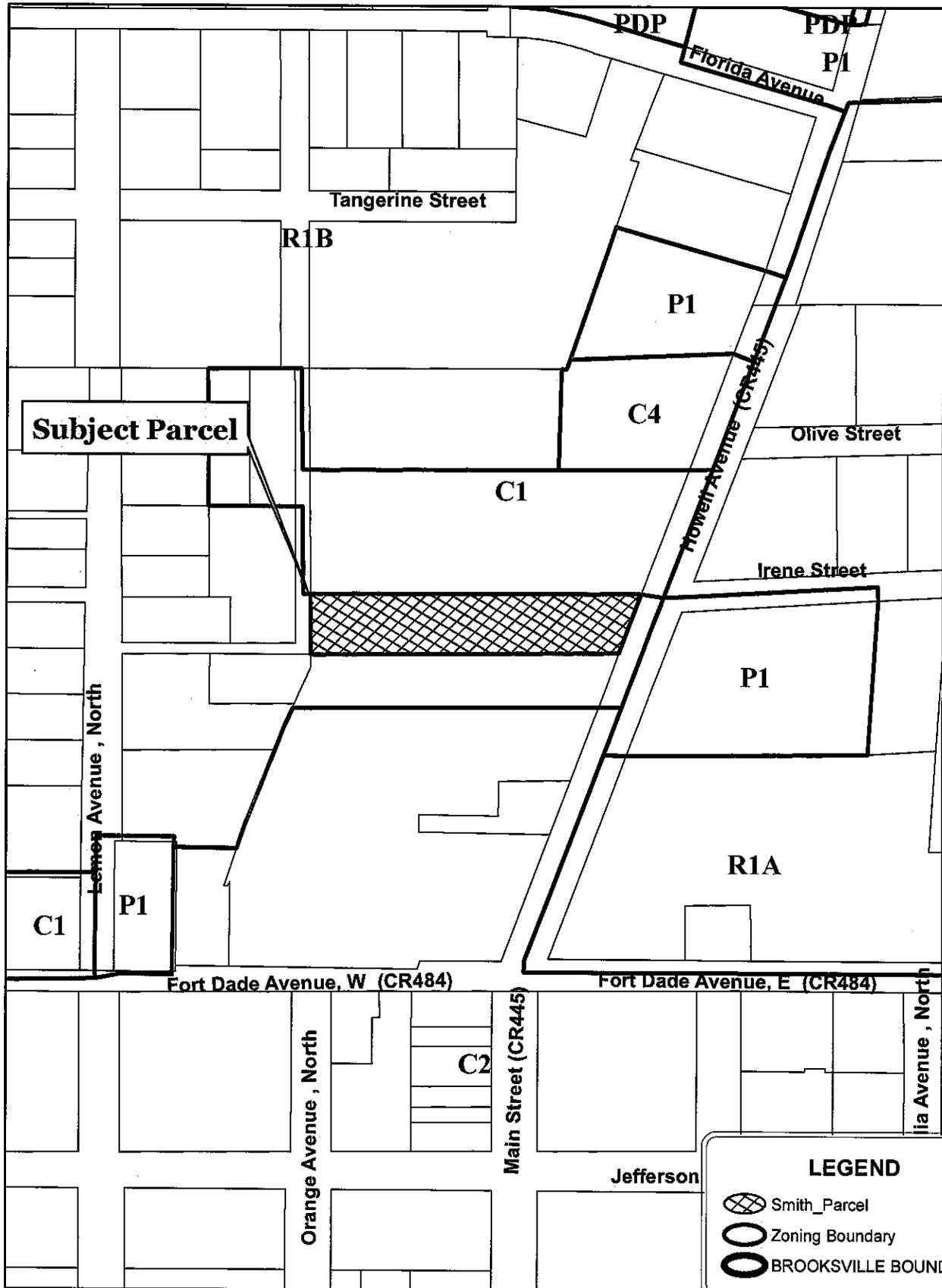
Attachment 2

Area Map



Attachment "A" to Ord. No. 836

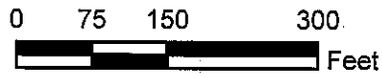
Robert G. Smith - RZ2013-01



Subject Parcel

LEGEND

-  Smith_Parcel
-  Zoning Boundary
-  BROOKSVILLE BOUNDARY



*Base map information provided by the Hernando County Property Appraiser's office.
 Map created by the Brooksville Community Development Department.
 Disclaimer: This map is intended for planning purposes only, and should not be used to determine the precise location of any feature shown thereon.
 f:\Esri\ArcMap Projects\Evans Financial Services LTD 09242012.mxd

Attachment 3

Zoning Petition

CITY OF BROOKSVILLE REZONING PETITION

FEB 14 2013

Application for Public Hearing

Date: 2/14/13

Type all information. If you need any assistance, call the Community Development Department at (352) 544-3810.

APPLICANT: Robert G Smith
Mailing Address: 254 Howell Ave.
Daytime Telephone: 352-754-8509 FAX No: same E-Mail Address: artworks79@gmail.com

REPRESENTATIVE: Same as above
Mailing Address:
Daytime Telephone: FAX No: E-Mail Address:

PUBLIC CONTACT PERSON: Robert G Smith
Daytime Telephone: 352-754-8509 FAX No: E-Mail Address: artworks79@gmail.com

Will Expert Witness be utilized during the public hearings? No

Legal Description: Type below the complete legal description of the property, including street address, if any, and the names of all owners. Include Section, Township and Range; and if applicable, Subdivision Name, Lot, Block, and Unit Number. Attach additional sheet if necessary.

Size of Area Covered by Application: 32,951 sq ft
Highway and Street Boundaries: Howell Ave.
Current Zoning Classification: Residential
Rezoning Requested: P1
Proposed Use of Property: art Gallery + Residence

Has a public hearing been held on this property within the past twelve months? No

ACKNOWLEDGMENT

This acknowledgment must be signed in the presence of a Notary Public.

I, Robert G Smith, hereby state and affirm that all information submitted within this petition is in all respects true and correct to the best of my knowledge and belief and that:

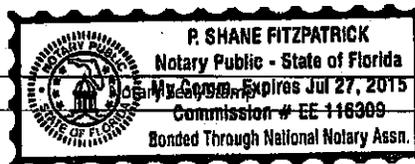
- I am the owner of the property covered under this application.
- I am the legal representative of the owner or lessee of the property described, which is the subject matter of this application.

Signature of Applicant or Representative

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 11 day of Feb, 2013, by Robert as identification.

Signature of Notary Public



PETITION # RZ _____

Attachment 4

Petitioner's Narrative



Fax cover sheet



**R&D Panorama Enterprises
Artworks by Robert G Smith**

**259 Howell Ave. Brooksville FL 34601
(352)754 - 8509 email artworks7q@gmail.com
Website www.ink-4-printers.com
Website artworksbyrobertgsmith.com
Website my-books-4-u.com**

I am requesting this zoning change of 259 Howell Ave.
to relocate the GALLERY OF THE ARTS from #2 N.
Broad to it.

Robert G Smith

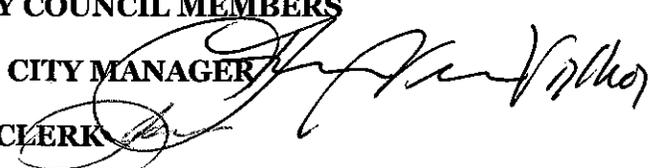
Attachment 5

Site Survey



AGENDA ITEM NO. G-1
5/20/13

AGENDA ITEM MEMORANDUM

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
VIA: T. JENNENE NORMAN-VACHA, CITY MANAGER 
FROM: JANICE L. PETERS, CMC, CITY CLERK 
SUBJECT: GREAT BROOKSVILLIAN SCREENING COMMITTEE AND 2011
AWARD PROCESS

DATE: May 3, 2013

GENERAL SUMMARY/BACKGROUND: It's that time of year again for Council to appoint a Screening Committee to review the nominations for the 2011 Great Brooksvillian.

Policy No. 3-2008 provides that the Screening Committee shall be representatives of the City at large, consisting of at least one member from the Historical Association and four members appointed by City Council.

Per Policy, Staff advertised for persons interested in serving on the Screening Committee, simultaneously with advertising for nominees for the 2013 Great Brooksville. The following is a list of persons interested in serving:

Gail Samples
Sue Loveday
Sally Sperling
Michelle Thompson
Maxine Matilainen Historical Association Recommendation

All are previous committee members. No other interest was received.

A press release was issued setting a closing date of Friday, April 30, 2013 at 5:00 pm for nominations for the 2013 "Great Brooksvillian of the Year" and posted to the city's website. The recipient is traditionally honored during Founder's Week, the second week of October.

It is anticipated that the Screening Committee will meet to review the applications and submit their results to City Council at the August 5, 2013, regular meeting of Council. Staff would then contact the selected recipient or their representatives of the 2013 award and work out details to celebrate the event during Founder's Week or as directed by Council.

 **BUDGET IMPACT:** If the event is held in conjunction with the Founder's Week Art Reception, the financial impact is nominal (basically the cost of the award plaques and invitations/mailings budgeted at approximately \$200.00).

 **LEGAL REVIEW:** Council has the authority per Sec. 2-261 of the City's Code to appoint advisory board members.

STAFF RECOMMENDATION: Staff requests Council appoint the Screening Committee members and approve the timelines identified above for the celebration to honor the 2013 Great Brooksvillian.