

CONTINUING ENGINEERING SERVICES

CONTRACT NO. 23-RFQ00414/CR Continuing Traffic Engineering Services

This Contract made and entered into this 19th day of November, 2024, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 15470 Flight Path Drive, Room #263, Brooksville, FL 34604 hereinafter referred to as the "COUNTY" and Gresham Smith located at 222 Second Avenue South Suite 1400, Nashville, TN 37201, hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Traffic Engineering Services for Hernando County; to be issued as project assignments under individual Task Orders;

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering 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 ENGINEER 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 - DEFINITIONS

1.1 DEFINITIONS

"ENGINEER" shall be defined herein to include all principals of the firm of Gresham Smith, including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the ENGINEER to perform its obligations hereunder. Sub-consultants must be reviewed and approved by the County, in accordance with the specific Task Order, prior to Notice to Proceed.

"Task Order" shall be defined as a project assignment issued by a document approved and authorized by the County that sets forth the scope of services (described in Exhibit A and attached hereto) to be performed by the ENGINEER at a fixed contract price in accordance with this contract.

SECTION 2 – GENERAL RESPONSIBILITIES OF THE ENGINEER

2.1 ASSIGNMENT

This contract is for Continuing Traffic Engineering Services for projects located in Hernando County. It is understood that the professional service projects awarded under this contract will be assigned on a rotating basis by the issuance of a Task Order, provided that; (1) there is no conflict of interest 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 Task Order is within the budget available for the work. Should any of these exceptions occur, the next firm on the project rotation schedule will 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.

2.2 PERSONNEL APPROVAL

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.

Prior to the start of any work under this contract, the ENGINEER must submit to the COUNTY for approval, a detailed resume of key engineering personnel that will be involved in performing services described in the Task Order. If, at any time, the ENGINEER desires to change the key engineering personnel on 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.

2.3 OTHER CONSULTANTS

Certain and agreed upon sub-consultant services may constitute a specialized Task Order requiring the independent sub-consultant to work directly with the COUNTY.

The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering or other professional services, and the coordination between said consultants and the ENGINEER may be necessary from time to time for the successful completion of the Task Orders. The ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services and Schedule contained in each authorized Task Order.

2.4 ENGINEER SEAL

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 any applicable regulatory agency.

The ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the ENGINEER under this contract. The ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

SECTION 3 – SCOPE OF SERVICES

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

The ENGINEER will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The ENGINEER makes no warranty, either express or implied, as to the professional services rendered under this Agreement. The ENGINEER's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

3.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Services for Continuing Traffic 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 3.3 herein.

3.2 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 Task Order 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 3.3 and shall be undertaken only under terms of formal amendments to this Contract.

3.3 TASK ORDER PROCEDURE

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) (Current Edition). Task Orders shall be prepared on the Task Order Form, or other similar form as approved by the County, which is attached hereto as Exhibit B and made a part hereof.

3.3.1 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.

3.3.2 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.

3.3.3 Task Order information and supporting documentation shall be forwarded to the COUNTY'S Procurement 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 Task Order shall be issued.

3.3.4 Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under section 287.055(g), Florida Statutes, for continuing contracts either initially or through subsequent amendment.

3.3.5 Professional fees under each 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.

3.3.6 A single 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 contract.

SECTION 4- COUNTY'S RIGHTS AND REPONSIBILITIES

4.1 The COUNTY shall perform the duties, described below, in a timely fashion at no cost to the ENGINEER:

4.1.1 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 provided by the COUNTY to the ENGINEER remain the property of the COUNTY; ENGINEER shall return such documents to the COUNTY upon completion of the Task Order for which the documents were

provided. The ENGINEER shall have the right to rely upon the accuracy and completeness of the services and information furnished by the COUNTY. The ENGINEER shall provide prompt written notice to the COUNTY if the ENGINEER becomes aware of any errors, omissions or inconsistencies in such services or information."

4.1.2 Make COUNTY personnel available when required and as is 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.

4.1.3 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Task Order.

4.1.4 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.

4.1.5 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.

4.1.6 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 necessary changes in the work of the ENGINEER.

4.1.7 Arrange for submission to governmental bodies of necessary permits/applications prepared by the Engineer.

4.1.8 Furnish approvals and permits from all government entities having jurisdiction and consents that are necessary for the completion of the Task Order.

SECTION 5 – COMPENSATION

5.1 GENERAL

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

5.1.1 Lump Sum Method

5.1.2 Hourly Rate plus Direct Cost Method

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".

5.2 LUMP SUM METHOD

5.2.1 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, Sub-consultants' 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 and signed by both the COUNTY and ENGINEER, which will have the effect of formally amending this Contract.

- 5.2.2 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.

5.3 HOURLY RATE PLUS DIRECT COST METHOD

In its performance of services under a Task Order, compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of Total Hourly Rate, by Position Title in "Exhibit C" and as agreed upon in "Exhibit B", plus direct costs budgeted for reimbursable costs.

5.3.1 DIRECT COSTS

Direct costs are sub-consultant costs and other direct and unit costs. 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.

5.3.2. HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by ENGINEER, including its Sub-Consultants by classifications of personnel likely to be employed to perform services under this Contract is contained in "Exhibit B - Task Order Form" which is attached hereto and made a part hereof. Any revisions to the range of the 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 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, the increase to go into effect on the renewal date of the Contract will be the percent change of increase in the CPI-U series between June 2026 and June 2027. The percent change will be effective on the renewal date.

5.3.3 OTHER DIRECT COSTS

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

5.3.4 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 Task Order covered by this Contract which individually have a value in excess of \$100.00 shall be the property of the COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

5.3.5 REPRODUCTIONS

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

5.3.6 COMMUNICATIONS AND SHIPPING

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

5.3.7 TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Task Order, not to exceed rates and limits as established by the section 112.061, Florida Statutes.

5.3.8 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.

5.3.9 COST LIMITATION

(1) The total of all Costs, to include costs described in 5.3.3 through 5.3.8, actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under each authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 9.

(2) In the event that the ENGINEER's estimated 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.

5.3.10 TASK ORDER CONTRACT PRICE

(1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the 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 9.

(2) In the event any action or combination of actions taken pursuant to Section 8, "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 Task Order Contract Price shall be made, as well as any necessary increase or decrease in the Task Order Contract Price. 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 grants more time to resolve such request.

5.3.11 PROGRESS PAYMENTS TO THE ENGINEER

(1) For a Task Order performed under the Lump Sum Method of compensation, the ENGINEER will 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 Plus Direct Cost Method of compensation, the ENGINEER shall submit at the end of each monthly period, an invoice of Hourly Costs, based on the Total Hourly Rates and hours performed per Position Title, incurred in such period plus an increment of the Direct Costs incurred 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 Hourly Rate plus Direct Costs 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.

5.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt. 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.

5.5 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 9.

5.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF TASK ORDER

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 COUNTY, 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 Task Order by formal amendment to the Task Order or to this Contract.

SECTION 6 - WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

6.1 TASK ORDER ISSUED

Within fifteen (15) business days of receipt of a request for a Scope and Schedule, ENGINEER shall submit to the COUNTY an initial response to same. ENGINEER will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the COUNTY for review and approval.

Failure to submit the documentation within the above time shall cause the request for Scope and Schedule to be withdrawn from that ENGINEER and the Task Order will be assigned to the next ENGINEER in the rotation.

6.2 WORK COMMENCEMENT

If approved by the County, 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 Task Order, unless the delay is due to no fault of the ENGINEER. The effective date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

6.3 IMPLEMENTATION SCHEDULE

The ENGINEER and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Contract.

It shall be the Engineer's responsibility to keep the schedule updated, request extensions when appropriate, and provide reasons for any extension(s). 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, the County may approve the extension and the ENGINEER may be entitled to an appropriate extension of the contract time for the specific Task Order. The County shall not be required to approve any time extension requests.

6.4 FAILURE TO PERFORM

A performance evaluation may be performed by the County upon completion of the project.

Should the ENGINEER fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Contract in a timely and diligent manner, the COUNTY may not consider the CONSULTANT for the next Task Order in the rotation, consider such failure as justifiable cause to terminate this Contract or may impact future assignments. As an alternative, the COUNTY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Contract, or any change orders or supplemental task authorizations issued thereto.

6.5 EXPIRATION

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

SECTION 7 - COUNTY'S DESIGNATED REPRESENTATIVE

7.1 GENERAL

The County Designated Representative is the County Administrator or his/her designee (see section 7.2 below) and shall represent the COUNTY in all matters pertaining to and arising from the work and performance of this Contract. The County Designated Representative shall have the following responsibilities:

7.1.1 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.

7.1.2 Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions regarding to design, materials and other matters pertinent to the work covered by this Contract.

7.1.3 Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or necessary changes in the project.

7.1.4. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

7.1.5 When appropriate, authorizing Task Orders equal to or less than limits prescribed for continuing contracts pursuant to section 287.055(g), Florida Statutes, and section 2.3 hereof.

7.2 DESIGNEE

The County Administrator's designee under a contract resulting from RFQ No. 23-RFQ00414/CR Continuing Traffic Engineering Services shall be the Chief Procurement Officer or designee.

SECTION 8- 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 5 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

SECTION 9 - TERMINATION OF CONTRACT

9.1 TERMINATION BY COUNTY FOR CAUSE

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

9.1.1 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.

9.1.2 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 services involved are considered by the COUNTY to be essential to the proper completion of any Task Order.

9.1.3 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.

9.1.4 The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.

9.1.5 The ENGINEER violates the Standards of Conduct provisions of Section 14 herein.

9.1.6 In the event of any of the causes described in Section 9.1, 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.

9.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

9.2.1 The COUNTY fails to meet its obligations and responsibilities as contained in Section 4 – COUNTY'S Rights and Responsibilities.

9.2.2 The COUNTY fails to pay the ENGINEER in accordance with Section 5 – Compensation.

9.2.3 In the event of either of the causes described in Section 9.2, 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.

9.3 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 Task Order 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 to be continued to completion pursuant to the provisions of this Contract. Termination of any Task Order will not affect separate Task Orders, and such separate Task Orders shall remain in full force and effect.

9.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Task Order is terminated without cause prior to final completion, 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 costs to be incurred by the COUNTY due to such default.

9.5 ACTION FOLLOWING TERMINATION

9.5.1 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.

9.5.2 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.

9.6 SUSPENSION

9.6.1 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 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.

9.6.2 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 10 - CLAIMS AND DISPUTES/REMEDIES

10.1 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 10.2 herein.

10.2 REMEDIES

Except as provided in Section 10.1 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, regardless of which party is wholly or partly responsible for its drafting.

SECTION 11 - INDEMNITY AND INSURANCE

11.1 GENERAL

To the fullest extent permitted by Florida law, the ENGINEER covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers and employees involved in any project authorized hereunder to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or anyone for whom it is liable.

11.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company 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 Task Order 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 No. 23-RFQ00414/CR Continuing Traffic Engineering Services. The specific requirements of the RFQ must be met to be compliant with this Contract and may include the following:

11.2.1 Worker's Compensation

The ENGINEER will provide worker's compensation for all employees at the site location, and in case any work is sub-contracted, will require the Sub-Contractor to provide worker's compensation for all of its employees. The limits will be statutory for worker's compensation and \$500,000 for employers' liability.

11.2.2 Comprehensive General Liability

The ENGINEER will provide coverage for all operations 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.

11.2.3 Comprehensive Automobile Liability

The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

11.2.4 Professional Liability Insurance

Annual professional liability insurance will be maintained with coverage in an amount of not less than \$1,000,000 that protects the ENGINEER to the statutory limits applicable to professional liability.

Said professional liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of service performed by the ENGINEER, or any person or Sub-Contractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

11.2.5 Certificates of Insurance

The ENGINEER shall furnish all certificates of insurance forwarded directly to the following:

Hernando County Procurement Department
15470 Flight Path Drive
Brooksville, FL 34604

with information copied to the County 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 12 - NEGOTIATION DATA

12.1 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 13 - OWNER OF DOCUMENTS

13.1 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 related to the services described in the Task Order.

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 sub-contractors 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.

SECTION 14 - STANDARDS OF CONDUCT

14.1 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.

14.2 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.

14.3 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 9.1.

14.4 REMOVAL OF EMPLOYEE

The COUNTY is hereby authorized to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Task Order 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.

14.5 PUBLICATION

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

SECTION 15 - ACCESS TO RECORDS/AUDIT

15.1 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.

15.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under Section 15 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 9 herein.

SECTION 16 - CODES AND DESIGN STANDARDS

16.1 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 Task Order 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 17 - ASSIGNABILITY

17.1 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 18 - CONTROLLING LAWS

18.1 The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Contract. Venue for any dispute, claim or action arising out of, or related to, this Contract shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. The parties to this Contract agree that venue shall lie only in the state courts located in Hernando County, Florida. Any

venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by Contract of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

SECTION 19 - FORCE MAJEURE

19.1 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, hostile 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 20 - EXTENT OF CONTRACT

20.1 This Contract, together with the Request for Qualifications No. 23-RFQ00414/CR Continuing Traffic Engineering Services issued November 1, 2023, the proposal submitted December 4, 2023, and the Exhibits hereinafter identified and listed in this section, constitute the entire Contract 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 Services
- Exhibit B: Task Order Form
- Exhibit C: Hourly Rate Schedule
- Exhibit D: Truth in Negotiation Form
- Exhibit E: Insurance Certificate

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

ENGINEER: Gresham Smith

Witness

Jody Braswell
Jody Braswell (Dec 26, 2024 08:23 AM)

Print Name: Jody Braswell
Title: Regional Transportation Leader

COUNTY: Hernando County Board of County Commissioners

Hindi Kuyper
Attest



Brian Manning
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office

EXHIBIT "A"
SCOPE OF SERVICES
FOR
CONTINUING TRAFFIC ENGINEERING SERVICES
CONTRACT No. 23-RFQ00414/CR

Scope of Work

The professional services may be required for various projects to be issued in separate Task Orders, including, but not limited to:

- a. Engineering Design
 - i. Design of traffic signals (including pedestrian signal and school beacons);
 - ii. Design of fiber optic interconnections between existing and/or proposed traffic signals and Intelligent Transportation Systems (ITS) facilities;
 - iii. Design of ancillary intersection improvements including turn lanes associated with signal design;
 - iv. Design of traffic calming devices (including round-a-bouts);
 - v. Design of signage and pavement marking plans to include compliance with the most current edition of the Manual of Uniform Traffic Control Devices (MUTCD);
 - vi. Design of Temporary Traffic Control (TTC) Plans (formally Maintenance of Traffic or MOT Plans) for planned events and emergency situations;
 - vii. Design projects shall include all utility locations/relocations, drainage, determination of right-of-way requirements, and maintenance of traffic/detour plans;
 - viii. Design project deliverables shall include signed and sealed plans and specifications, any applicable regulatory approvals and permits, and a tabulation of quantities and cost estimate to enable the County to competitively bid out the project.
- b. Perform investigations for the determination and documentation for specific traffic controls, including stop sign placement, regulatory and advisory speed studies, pavement marking placement for passing zones, school zone traffic control and school zone student crossings, and traffic signal warrant analysis.
- c. Review of plans and documentation prepared by other consulting firms for development projects for conformance with County standards and for impacts upon County roadways.
- d. Review of traffic impact analyses prepared by consulting firms for commercial and residential development projects for accuracy, adequacy and for impacts upon County roadways. May include initial consultation for Developments of Regional Impact (DRI) or large-scale Comprehensive Plan Amendments.
- e. Provision of construction engineering inspection (CEI) services during construction of traffic signal, intersection and turn lane projects including material and structural submittals review and approval.

- f. Technical assistance with Hernando County Residential Traffic Control Program and with safety audits. This program enables Hernando County residents to register traffic concerns with the County Engineer's office. Citizen concerns run the gamut of traffic engineering (i.e., speeding, traffic volume, signs and markings, and traffic calming). The selected firm(s) will assist the County by collection of field conditions and data, review and analysis of field data, formulation of recommendation/solutions, and report preparation.

The Scope of Work for each project will be negotiated on a rotating basis as the need for each project arises.

CONTRACT No.:
EXHIBIT "B" TASK ORDER FORM
QUOTATION PROPOSAL

[illegible]

NOT TO EXCEED TOTAL LUMP SUM COST \$ _____

Firm Name: _____		HERNANDO COUNTY	
Signature: _____ _____ (Printed Name and Title)		Department Name _____	Authorized Signature _____
Date: _____		(Date) _____	Procurement _____ _____ (Date)

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EXHIBIT "C"
SCHEDULE OF RATES
FOR
CONTINUING TRAFFIC ENGINEERING SERVICES
CONTRACT 23-RFQ000414/CR

The standard Hourly Labor Rates are subject to Section 5.3.2, Hourly Rate Schedule.

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 such 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/Title	Billing Rate (\$/Hr)
Project Manager	\$253.85
Senior Engineer	\$246.40
Engineer 1	\$143.34
Engineer 2	\$192.63
Engineering Intern	\$114.98
Senior Planner	\$276.25
Planner	\$154.55
Principal/Chief Engineer	\$298.64

EXHIBIT "D"
TRUTH IN NEGOTIATION FORM
FOR
CONTINUING TRAFFIC ENGINEERING SERVICES
CONTRACT 23-RFQ000414/CR

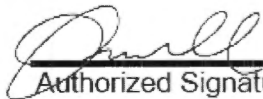
Per FS 287.055 (5) (a) (Current Edition): For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017 (Current Edition) Category Four.

The Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to the date of final billing or acceptance of the work by the Department, whichever is later.

Gresham Smith

Name of Firm



Jody Braswell

State Transportation Leader

Authorized Signature

Title

03/12/2024

Date