

**CONTINUING ENGINEERING SERVICES**  
**CONTRACT NO. 24-RFQG00714/EK Continuing Professional Engineering Services**

This Contract made and entered into this 19<sup>th</sup> 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 Mohsen Design Group Inc. located at 2202 N. Westshore Blvd., Suite 200 Tampa, FL 33607, hereinafter referred to as the "ENGINEER".

**PREMISES**

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional 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 Mohsen Design Group Inc, 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 Professional 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 completion of the Assignment in accordance with this Agreement's Standard of Care.

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 standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill used by members of ENGINEER'S profession practicing under similar circumstances at the same time and in the same locality.

## **3.1 GENERAL**

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

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 in writing by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work required requires additional or different scope that was not priced the agreed-upon Task Order, 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. 24-RFQG00714/EK Continuing Professional 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 will indemnify 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 ENGINEER and other persons employed or utilized by the ENGINEER in the performance of the contract.

To the fullest extent permitted by law, the Parties expressly agree that Neither Party shall be liable to the other for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in any way to the Agreement, Services or Project.

### **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. 24-RFQG00714/EK Continuing Professional 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 legal proceeding brought in connection with disputes relating to or arising out of this Contract will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such 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. 24-RFQG00714/EK Continuing Professional Engineering Services issued June 12, 2024, the proposal submitted July 15, 2024, 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: Federal & State Terms and Conditions Applicable to This Solicitation
- Exhibit C: Task Order Form
- Exhibit D: Hourly Rate Schedule
- Exhibit E: Truth in Negotiation Form
- Exhibit F: Insurance Certificate

**[Remainder of Page Intentionally Left Blank]**

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

Mohsen Design Group Inc

*Zil Mohammadi*

Witness

*Mohsen Mohammadi*

Mohsen Mohammadi, Ph.D., PE  
Mohsen Mohammadi, Ph.D., PE

COUNTY:  
Hernando County Board of County  
Commissioners

*Heidi Kuyper, Deputy Clerk*  
for Attest *Doug A. Chorvat, Jr.*  
Clerk of Circuit Court



*[Signature]*  
Chairman - *Brian Hootkins*



EXHIBIT "A"  
SCOPE OF SERVICES  
FOR  
CONTINUING ENGINEERING SERVICES  
CONTRACT No. 24-RFQG00714/EK

**1. Scope of Work: Specifications**

- a. Services to be provided include, but are not limited to:
  - i. Airport Planning
  - ii. Project Design
  - iii. Architectural Design
  - iv. Civil Engineering
  - v. Structural Engineering
  - vi. Mechanical Engineering
  - vii. Electrical Engineering
  - viii. Contract Administration
  - ix. Construction Administration
  - x. Construction Engineering and Inspection Services
- b. Projects may include:
  - i. Airfield Access Control and Security Upgrade
  - ii. Wildlife Hazard Mitigation
  - iii. Airfield Wildlife Fencing
  - iv. ALP Upgrade Update
  - v. Flight Path Drainage Improvements
  - vi. Taxiway B Rejuvenation
  - vii. FBO Apron Rehabilitation
  - viii. Taxiway D Rehabilitation
  - ix. Taxiway C Reconstruction & Design
  - x. Runway 27 Extension – Construction
  - xi. Taxiway A Extension

**2. Scope of Work: Work Products Required**

- a. Services to be provided include, but are not limited to:
  - i. Preliminary Investigation and Analysis
  - ii. Inspection and Testing
  - iii. Environmental Studies
  - iv. FAA and Federal Grant Reporting

EXHIBIT "B"  
Federal & State Terms and Conditions Applicable to This Solicitation  
FOR  
CONTINUING ENGINEERING SERVICES  
CONTRACT No. 24-RFQG00714/EK

**FEDERALLY FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS**

**FEDERAL TERMS AND CONDITIONS APPLICABLE TO THIS SOLICITATION**

This Solicitation may become fully or partially Federally Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below. Proposer shall adhere to all grant conditions as set forth in the requirements of the grant award which will be made available to Consultant at time of each project quote requested, as well as all applicable Federal laws, rules, and regulations. Including, but not limited to, those set forth below, as well as those listed herein, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Parts 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed unresponsive. The provisions in this Section are supplemental and in addition to all other provisions within the Procurement. In the event of any conflict between the terms and conditions of this Section and the terms and conditions of the remainder of the Procurement, the terms and conditions of this Section shall prevail. However, in the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant award used to fund the goods and/or services to be provided under this Procurement, the terms and conditions of the federal grant funding award shall control.

**Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)**

Proposer must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

**Conflict of Interest (2 CFR § 200.112)**

The Proposer must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts, which may be found in the Hernando County Procurement Department Policies and Procedures Manual. All Proposers shall familiarize themselves with such policies.

**Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)**

Proposer acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Proposer's actions pertaining to this Solicitation. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

### Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Proposer must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.

### License and Delivery of Works Subject to Copyright and Data Rights (2 CFR 200.315(b))

Proposer grants to the County and the Federal granting agency a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County and the Federal granting agency a license of the same scope as for data first produced in the performance of this Agreement. "Data," as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

### Record Retention (2 CFR § 200.33)

Proposer will retain of all required records pertinent to this contract for a period of five years, beginning on a date as described in 2 C.F.R. § 200.333 and retained in compliance with 2 C.F.R. § 200.333.

### Federal Changes

Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

### Safeguarding Personal Identifiable Information (2 CFR § 200.82)

Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

### Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)

The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

### Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H))

Proposer shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

### Trafficking Victims Protection Act (2 CFR Part 175)

Proposer will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits the Proposer] from:

- (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract is in effect;
- (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or
- (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract] may be unilaterally terminated immediately by County for Proposer's violating this provision, without penalty.

### Enhanced Whistleblower Protections (41 U.S.C. § 4712)

See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of Proposer and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

### Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170)

In accordance with FFATA, the Proposer shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### Federal Awardee Performance and Integrity Information System (FAPIIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII))

The Proposer shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

### Federal Agency Seals, Logos and Flags

The Proposer shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

### No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

## Occupational Safety and Health Act of 1970

All contracts and subcontracts that may result from this solicitation must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## ENVIRONMENTAL COMPLIANCE

In performing under this Solicitation, Proposer shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
10. Executive Order 13112 ("Invasive Species")
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)
16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)
17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

## CONVICTED, DISCRIMINATORY, DEBARRED OR SUSPENDED STATEMENT

1. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935) and not excluded on federal list [www.sam.gov](http://www.sam.gov)

3. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4. This certification is a material representation of fact relied upon by Hernando County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Hernando County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **FEDERAL AVIATION ADMINISTRATION CONTRACT PROVISIONS**

This Solicitation may become fully or partially State of Florida Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below, in addition to the general state provisions found in Section "FEDERAL FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS", to the extent applicable if funding for a project is a result of an agreement between Hernando County, Florida as (recipient or subrecipient) and the Florida Department of Transportation (FDOT).

## ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are

directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### BREACH OF CONTRACT TERMS

- A. Any violation or breach of terms of this contract on the part of the Proposer or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- B. County will provide Proposer written notice that describes the nature of the breach and corrective actions the Proposer must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Proposer must correct the breach. County may proceed with termination of the contract if the Proposer fails to correct the breach by the deadline indicated in the County's notice.
- C. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### FAA BUY AMERICAN PREFERENCE

- A. The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.
- B. The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/County will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.
- C. The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

#### TITLE VI SOLICITATION NOTICE

Hernando County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to

submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- B. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- E. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- I. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

## CLEAN AIR AND WATER POLLUTION CONTROL

- A. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- B. Contractor must include this requirement in all subcontracts that exceed \$150,000.

## CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

### See 30.22. CONVICTED, DISCRIMINATORY, DEBARRED OR SUSPENDED STATEMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

## DISADVANTAGED BUSINESS ENTERPRISE

### 1. Bid Information Submitted as a matter of responsiveness:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **10.25%** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. The bidder/offeror will be required to submit the following information:

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (i);
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (i) to meet the County's project goal

- e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- f. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

2. Bid Information submitted as a matter of responsibility:

The County's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- b. A description of the work that each DBE firm will perform;
- c. The dollar amount of the participation of each DBE firm listed under (i);
- d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (i) to meet the Owner's project goal;
- e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- f. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

1. Race/Gender Neutral Means

- a. The requirements of 49 CFR part 26 apply to this contract. It is the policy of Hernando County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

2. Prompt Payment (49 CFR § 26.29)

- a. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Hernando County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time

frame may occur only for good cause following written approval of the Hernando County. This clause applies to both DBE and non-DBE subcontractors.

3. Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –
- a. The prime contractor must not terminate a DBE subcontractor listed in response to 10.a, (or an approved substitute DBE firm) without prior written consent of Hernando County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
  - b. The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of Hernando County. Unless Hernando County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
  - c. Hernando County may provide such written consent only if Hernando County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.
  - d. Before transmitting to Hernando County its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Hernando County, of its intent to request to terminate and/or substitute, and the reason for the request.
  - e. The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Hernando County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Hernando County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Hernando County may provide a response period shorter than five days.
  - f. In addition to post-award terminations, the provisions of this section apply to Pre-Award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

#### DISTRACTED DRIVING-TEXTING WHEN DRIVING

- A. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.
- B. In support of this initiative, the County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- B. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### FOREIGN TRADE RESTRICTION CERTIFICATION

- A. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
  1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
  2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
  3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- B. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

- C. The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- D. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
  - 1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
  - 2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
  - 3. who incorporates in the public works project any product of a foreign country on such USTR list.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.
- G. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

#### TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the two certification statements in Vendor Submissions - Grant Documents Section. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

- A. The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Contractor must immediately discontinue all services affected.
- B. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

- C. County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
- D. County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### TERMINATION FOR CAUSE/DEFAULT (PROFESSIONAL SERVICES)

- A. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
- B. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.
- C. Termination by County:
  - 1. The County may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
    - a. Perform the services within the time specified in this contract or by County approved extension;
    - b. Make adequate progress so as to endanger satisfactory performance of the Project; or
    - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.
  - 2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
  - 3. County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
  - 4. County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
  - 5. If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.
- D. Termination by Consultant:
  - 1. The Consultant may terminate this Agreement for cause in whole or in part if the County:

- a. Defaults on its obligations under this Agreement;
  - b. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  - c. Suspends the project for more than one-hundred eighty (180) days due to reasons beyond the control of the Consultant.
2. Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.
3. In the event of termination due to County breach, the Consultant is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

### CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

### GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. Specific Clause that is used for General Contract Agreements The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### **STATE OF FLORIDA FUNDED CONTRACTS REQUIRED TERMS**

This Solicitation may become fully or partially State of Florida Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below, in addition to the general state provisions found in Section "

FEDERALLY FUNDED CONTRACTS REQUIRED TERMS & CONDITIONS", to the extent applicable if funding for a project is a result of an agreement between Hernando County, Florida as (recipient or subrecipient) and the Florida Department of Transportation (FDOT).

### Responsible Vendor Determination

Contractor/Respondent is hereby notified that section 287.05701, F.S., requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

### Truth in Negotiation Representations

Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

In accordance with provisions of section 287.055(5)(a), F.S., the signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates and compensation provided for in this Contract shall be adjusted accordingly.



Exhibit "D"  
Hourly Rate Schedule  
FOR  
CONTINUING ENGINEERING SERVICES  
CONTRACT No. 24-RFQG00714/EK

Position Title	Total Hourly Rate
Principal I	\$213.85
Principal II	\$327.16
Project Manager II	\$184.02
Project Manager I	\$141.77
Engineer	\$141.77
Planner	\$134.40
Designer II	\$141.77
Designer I	\$126.77
Designer I	\$129.50
Inspector	\$121.93
Administrative	\$134.40

Exhibit "E"  
Truth in Negotiation Form  
FOR  
CONTINUING ENGINEERING SERVICES  
CONTRACT No. 24-RFQG00714/EK

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.

MOHSEN DESIGN GROUP INCORPORATED

Name of Firm

  
Authorized Signature

PRINCIPAL

Title

09/05/2024

Date