

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONTRACT NO. 21-RG0045/PH**

THIS Agreement made and entered into this _____ day of _____, 20____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and Coastal Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, FL 34601, duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Engineering Services for Septic to Sewer, District A and Septic Upgrade Incentive Program for the
Hernando County Utilities Department.

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within thirty-six (36) months or through construction completion, whichever is greater, from the date of issuance of the Purchase Order and /or Notice to Proceed.

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for use by the County of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

SECTION 9. The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and that payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
 - 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this

Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this 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.

SECTION 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

SECTION 23. Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. In

any litigation arising from this agreement, the parties, for themselves, and for their successors and assigns, do hereby expressly and knowingly waive and release all rights to trial by jury.

SECTION 24. E-VERIFY.

Contractor/Consultant/Professional is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

- (i) The County's Purchasing Contracts Department at (352) 754-4020; and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor/Consultant/Professional from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

Contractor/Consultant/Professional is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor Agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. TRAVEL

Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Florida Statute 112.061 (Current Edition).

SECTION 27. In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.

SECTION 28. This Agreement (together with the documents referred to herein as from time to time amended) constitutes the entire Agreement between the parties with respect to the matters dealt with herein and supersedes any previous agreement between the parties in relation to such matters. Save in respect of statements made fraudulently, the parties accept that they are to have no rights or liabilities in respect of pre-contractual statements.

SECTION 29. This Agreement may not be amended or modified in any manner except by a written agreement executed by both parties.

SECTION 30.

Attachments:

Exhibit "A" Scope of Services

Exhibit "B" Compensation and Method of Payment

Exhibit "C" Truth in Negotiation Form

Exhibit "D" Aerial Map of District "A"

Exhibit "E" Certificate of Insurance (To Be Provided at Contract Award)

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____ Date: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court

Witness

Lindsay A. Morgan

Steve Champion, Chairman
COASTAL ENGINEERING ASSOCIATES, INC.

By *7/13/22*
Printed Name and Title of Professional
Cliff E. Manuel, Jr., P.E.
President

EXHIBIT “A”

SCOPE OF SERVICES:

1.1 **SEPTIC TO SEWER:** Hernando County Utilities Department (HCUD) is pursuing a Septic to Sewer Conversion Program in cooperation with Florida Department of Environmental Protection to enhance water quality in the Weeki Wachee Priority Focus Area (PFA) by removing existing septic tanks from service and connecting these properties to central sewer service. The project includes engineering design and permitting of central sewer pipes and pumping stations, removal and abandonment of septic systems, and restoration of property, roads and sidewalks. Required services include, but are not limited to, the following:

- Conceptual Engineering design of central wastewater collection and transmission systems;
- Preliminary Engineering design of central wastewater collection and transmission systems;
- Final Engineering design of central wastewater collection and transmission systems;
- Electrical Engineering design of wastewater pumping stations;
- Instrumentation and electronic design for wastewater pumping station SCADA;
- Organize and present public outreach meetings and presentations;
- Develop plans and/or procedures for abandoning septic systems on private property and connecting properties to central sewers;
- Prepare Engineering plans for construction;
- Obtain all necessary building and regulatory permits;
- Perform Construction Engineering Inspection services;
- Prepare technical specifications for permitting and construction;
- Prepare bid documents;
- Prepare as-built drawings;
- All other related services.

1.2 **SEPTIC UPGRADE INCENTIVE PROGRAM:** Hernando County Utilities Department will engage a Consultant to set up, implement, and run Hernando County's residential septic upgrade program. This will be limited to two hundred (200) eligible enhanced septic system installations. This is a grant-funded program through the Florida Department of Environmental Protection (FDEP). The septic upgrade incentive program was piloted by FDEP which now has transitioned the program to counties with first magnitude springs that have completed (or are completing) their wastewater feasibility assessment(s). This program offers incentives for residents who are within the Weeki Wachee Springs Priority Focus Area to voluntarily upgrade their conventional septic systems to approved enhanced nitrogen reducing OSTDS. Subsidies for the septic upgrade are paid to authorized septic installers and licensed plumbers. Tasks include, but are not limited to:

- Identify and verify eligible septic installers and licensed plumbers in the springs coast region/vicinity. This requires verification with the State and Department of Health.
- Identify areas within the Weeki Wachee Springs Priority Focus Area which are eligible to participate. The following areas are not eligible to participate in the SUIP: Residences within HCUD's septic to sewer project areas: A, B, or E, residential properties which participated in FDEP pilot septic upgrade program or new residential properties.
- Review and approve applications for eligibility and compliance with program requirements.
- Prepare and submit to HCUD required reports and FDEP.
- Representation during site visits and monitoring including taking photographs of installation prior to completion. Observe and verify each enhanced OSTDS installation and certify compliance.
- Develop project information management system, project scheduling and compliance.
- Establish communication structures for septic installers, plumbers and interested residents, such as a public email address and/or phone number.

EXHIBIT "A"
**Engineering Services for Septic to Sewer, District A and Septic Upgrade
Incentive Program**

Hernando County Septic Upgrade Incentive Program Scope of Services
Contract No. 21-RG0045/PH
July 5, 2022

BACKGROUND

The Hernando County Utilities Department (HCUD) has engaged the Coastal Team to create, implement and manage a residential septic upgrade program for eligible residents located in Hernando County. The initial funding for this program will be limited up to a maximum of 330 eligible enhanced septic system installations.

This program will be funded through a grant from the Florida Department of Environmental Protection. The septic upgrade program was initially piloted by FDEP which has now transitioned the program to counties with first magnitude springs who have completed their wastewater feasibility assessments. This program will offer incentives for residents who are in the Weeki Wachee Springs Priority Focus Area to voluntarily upgrade their conventional septic systems to approved enhanced nitrogen reduction OSTDS. Subsidies for the septic upgrade will be paid to authorized septic installers and licensed plumbers.

SCOPE OF SERVICES

Task 1. Project Management System

Develop and implement a financial and information management system for the project. Set up project financial files and prepare a project management plan that will be used throughout the project. The plan will summarize the project objectives, project schedule, project budget, communication plan, accounting/invoicing procedures, and project contact list. Monitor the project progress and manage the project in conformance with the contract.

Task 2. Application Procedures and Documents

Work with County staff to create a suitable application, application procedures and documents necessary to run the program as outlined in the FDEP Grant Agreement. Application will be created to allow for online and paper submittal.

Task 3. Contractor Identification & Approved Vendor List

- A. Research and prepare a list of Approved Contractors to provide plumbing and septic installation services in Hernando County. Consultant to vet and work with County staff to approve the final list.

- B. Contact and coordinate with selected licensed contractors to educate them on the program and the expectations of participation.
- C. Create an Approved Contractors list of licensed contractors in the area to be provided to the homeowners as part of the application process.

Task 4. Program Outreach & Advertising

- A. Program Website – Work with County staff to create an interactive website page with program information, eligibility requirements, application process and ability to digitally submit a program application.
- B. Public Outreach Meetings – Work with County staff to set-up and manage public outreach meetings to discuss the program, eligibility requirements and application procedures. Assume a maximum of two public outreach meetings.

Task 5. Application Management & Processing

- A. Create and maintain a filing system with applicant documents, progress recordings and permits for paper and web-based applications.
- B. Review applications for eligibility and compliance with FDEP Program requirements, applicable rules, regulations, guidance, and FDEP Grant Agreements. Issue notification of acceptance/denial as warranted.
- C. Provide technical assistance and communicate with the applicants to answer questions and provide project information. Communicate through the County with the FDEP as necessary.
- D. Act as the point of contact between applicants, County, contractors, and the Health Department.
- E. Consultant to observe and verify installation by providing onsite visits and monitoring. Provide installation photographs prior to installation completion, verify enhanced OSTDS installation and compliance prior to final Department of Health inspection.
- F. Prepare and track application specific documents, reimbursements, permits, etc. for each individual installation.

Task 6. FDEP Grant Management Assistance & Coordination

- A. Track FDEP budget and maintain compliance with Grant Agreement.
- B. Provide oversight of the overall project schedule and compliance for FDEP projects, programs, and activities.
- C. Assist in development of County requests for reimbursement to FDEP.
- D. Prepare and deliver required quarterly reports per the Grant Agreement.
- E. Prepare documents for financial close-out of the grant.
- F. Assist the County, as applicable, with subsequent audits or investigations related to the Grant Agreement and use of FDEP funds.

EXHIBIT "A"
**Engineering Services for Septic to Sewer, District A and Septic Upgrade
Incentive Program**

Septic to Sewer District A Phase 1
Contract No. 21-RG0045/PH
June 29, 2022

BACKGROUND

The scope of services to be performed shall consist of conceptual design and final detailed design services for the gravity sewer system, pump station(s), forcemain and individual lot connections required to provide sanitary sewer service to District A Phase 1 of the Hernando County Septic to Sewer area. This phase is comprised of Pump Stations A-3, A-4 and A-5 from the 2016 Septic to Sewer Study and 2020 Master Wastewater Plan. This phase contains approximately 510 connections. These connections consist of approximately 413 occupied lots and 97 vacant lots with multiple commercial connections along Cortez Boulevard (SR-50). Design services will include proper abandonment of septic tanks and drain fields on the individual lots.

Key elements of District A Phase 1:

- 510 connections (413 occupied, 97 vacant)
- Assume approximately 90 sanitary manholes will be required
- Assume approximately 22,000 LF of gravity sewer pipe will be required
- Three (3) lift station s will be required
- Approximately 35,000 LF of right-of-way

SCOPE OF SERVICES

Task 1. Project Management

Develop and implement a financial and information management system for the project. Set up project financial files and prepare a project management plan that will be used throughout the project. The plan will summarize the project objectives, project schedule, project budget, communication plan, accounting/invoicing procedures, and project contact list. Monitor the project progress and manage the project in conformance with the contract.

- Prepare a project schedule
- Project Initiation: Conduct a project initiation meeting to clarify the requirements for the project, review pertinent available data, and present a work plan and initial work schedule.
- Documentation: Prepare and distribute meeting minutes for project initiation and design review meetings.

Task 2. Data Collection & Field Review

2.1 Prepare preliminary schematic design document(s).

- Conduct surface reconnaissance field trips: Review existing road/parcel conditions, the size and quantity of trees, and other factors in the field that could be a hindrance or impact to the routing of mains and services.
- Coordinate with other Stakeholders: Coordinate with HCUD Engineering, HCUD Operations & Maintenance, as well as the Hernando County Public Works Department during the design process. As applicable, coordinate with other potentially affected utility owners if locates indicate their utilities are within the proposed construction corridors.

2.2 Provide Survey required for design, construction drawings, and permitting: This will include horizontal and vertical location of roadways, rights-of-way, utilities, trees, driveways, fences, signage, sidewalks, and other known improvements within the right-of-way. Monumentation in support of future construction stakeout will be required.

- Should it be required, the Consultant shall define specific locations where subsurface utility locate engineering is necessary to assist the surveyor. Examples of “subsurface utility locate engineering” include vacuum excavation, and ground penetrating radar. Data gathered at connection and conflict point locations shall conform to ASCE 38-02 Quality Level A.
- It will also be necessary to conduct survey on existing developed lots. Prepare individual as-built surveys for each parcel depicting existing above ground improvements including houses, trees, hedges, driveways, walks, etc. as well as the location of water and sewer utility connections to the home, and the location of the existing septic tank, drainfield, and well (if any).
- The location and mapping of septic tanks and drainfields will be reliant on marks to be placed on the surface by the property owners, probing, and above ground evidence as marked by a locating service. The scope does not include replacing missing lot corners.
- The right-of-way and individual lot survey will include the size and location of trees that will be impacted by the construction. No tree mitigation is anticipated with this project.

2.3 Obtain information from a Geotechnical Engineering sub-consultant regarding sub-surface soils and their suitability for the proposed construction: Provide geotechnical engineering services (using a sub-consultant) including field exploratory work, laboratory and field testing, and professional guidance in tests to be made at locations based on drawings and designs. Services shall include geotechnical exploratory work such as soil borings and penetration tests, as well as any laboratory tests that may be required to provide information for design. Soil borings will generally be at intervals of 300 feet (at approximate sanitary sewer manhole locations) along the proposed pipe route and to five (5) feet below the proposed pipe invert. The design engineer shall assist in defining the required depths and locations of geotechnical services. Particular attention shall be given to borings at proposed pump station locations. The intent is to provide contractors with bid documents that are sufficiently complete to minimize the discovery of unforeseen conditions.

- The geotechnical firm will provide a geotechnical report interpreting the data obtained from the exploratory work and laboratory testing and describing the subsurface conditions that can be anticipated during construction.

Task 3. Provide Design, Construction Drawing, Permitting, and Bid Document Preparation

Design shall be in accordance with HCUD Design Guidelines as well as the HCUD Water, Reclaimed Water and Wastewater Construction Specifications Manual, latest editions, as well as FDEP requirements, Chapter 64E-6 FAC and the Florida Building Plumbing Code. Construction drawings shall include:

- Demolition plans.
- Maintenance of Traffic plans.
- Site stake-out plans.
- Water and Sewer construction plans.
- Sewer profiles.
- Sewage pumping station detail plans.
- Water and sewer details.
- Other utility conflict resolution and restoration plans.
- Roadway and right-of-way restoration plans: Roadways and rights-of way will be reconstructed or repaired in accordance Hernando County DPW requirements.

3.1 10% Preliminary Sanitary Sewer Layout and Review

- Prepare a ten percent (10%) Preliminary Sanitary Sewer Layout based on readily available LiDAR topographic data and GIS property data for the project area.
- We anticipate these documents to be presented on plan view only 24" x 36" sheet format.
- Meet with HCUD to discuss preliminary layout

3.2 Conceptual (30%) Design of Wastewater Collection System

- Prepare a Conceptual thirty percent (30%) Design deliverable including plan-view drawings to indicate the wastewater collection plan and water distribution system plan for the area. Locations of manholes, gravity sewer, forcemain, pumping stations, valves, and pipe sizes shall be shown on the drawings. One (1) pdf format USB or digital download link are required to be submitted for the thirty percent (30%) Design deliverable.
- The documents shall be prepared for the selection of a private construction contractor by a public competitive bid. Drawings shall be prepared in 24" x 36" sheet format. Plan and profile sheets shall be developed at a plan view scale of 1" = 20' (horizontal) and 1" = 2' (vertical).
- Meet with HCUD to obtain review comments on the Conceptual thirty percent (30%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.
- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews.

- Incorporate the conceptual plan into the Master Wastewater Model and summarize the lift station sizing in a technical memorandum.

3.3 60% Design Documents

- Prepare a sixty percent (60%) Design deliverable of the wastewater collection system including detailed drawings of the proposed wastewater pipeline construction and submit to HCUD for review and approval. One (1) pdf format USB or digital download link are required to be submitted for the sixty percent (60%) Design deliverable.
- Incorporate HCUD's comments, if any, to the previously submitted thirty percent (30%) Design deliverable.
- Submit pdf format of Sewer Service Hook-up Exhibits for a portion (dependent on available lot surveys) of existing house structures within the project area. See Section 3.4 for additional detail on Exhibits.
- Prepare 60% Maintenance of Traffic (MOT) plans and coordinate the proposed MOT plan with the Hernando County DPW for approval. Road closures shall be staged to maintain resident access to their homes during the construction process.
- Prepare 60% Storm Water Pollution Plans and coordinate with Hernando County DPW.
- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews.
- Meet with HCUD to obtain review comments on the sixty percent (60%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.

3.4 Individual Lot Sewer Hook Up Exhibits

Provide Individual lot Sewer Service Exhibits ("Hook-Up Exhibits"): It is anticipated that each lot will require detailed design of a Hook-Up Exhibit. This task will utilize survey data (as described above) which will be used to produce a plan view depicting the proposed routing of sewer service piping (including sewer service minimum slopes) from the dwelling to the service stub-outs at the right-of-way line. This effort will include the following sub-tasks:

- Obtain existing record drawings of the project area.
- Review the detailed parcel surveys.
- Perform a field reconnaissance to generally confirm acquired data and denote any additional information needs.
- In the event that a specific sewer service connection location cannot be confirmed in the field, a worst-case service design routing shall be shown for parcel owner coordination.
- Utilizing the information gathered/reviewed above, the design engineer will produce a DRAFT copy of each Sewer Service Exhibit showing the proposed service routings for review and approval by HCUD. The size and scale of the exhibits shall be such that details are readable and clear.

- Comments received as a result of HCUD review shall be addressed and reflected in FINAL copies of the Exhibits provided to HCUD.
- The design engineer shall anticipate coordination with the surveyor during the course of their work including review of draft work products or other information to insure appropriate survey information is obtained for completion of the Sewer Service Exhibits.

The design engineer shall anticipate two (2) meetings with HCUD during the course of Sewer Service Exhibit completion, and two (2) site visits to review initial survey data.

3.5 Permit Submittals

The Coastal Team will submit the required permit applications to construct this project.

A. We expect to submit the following permit applications:

- Hernando County Right-of-Way Letter of Approval. Note that this includes preparation of a Storm Water Pollution Prevention Plan (SWPPP) that meets the minimum erosion and sedimentation control measures required by Hernando County LDC, as well as any other items necessary to obtain the Right-of-Way Letter of Approval.
- HCUD Self-Permitting (FDEP) Sewer Permits.
- Hernando Health Department Septic Tank Abandonment Permits.
- Florida Department of Transportation (FDOT) Utility Permit.

B. Permit Submittal Scope will include:

- Preparation of applications, exhibits, drawings, and specifications as necessary for execution and submittal.
- Furnishing additional information about the project design and making revisions to the application documents as required for permit approvals.
- Provision of copies of permits and related documents to HCUD.

3.6 90% Design Documents

- Prepare a ninety percent (90%) Design deliverable of the wastewater collection system including detailed drawings of the proposed wastewater pipeline construction and submit to HCUD for review and approval. An electronic pdf is required to be submitted for the ninety percent (90%) Design deliverable.
- Incorporate HCUD's comments, if any, to the previously submitted sixty percent (60%) Design deliverable.
- Submit pdf format electronic and hard copies of Sewer Service Hook-up Exhibits for remaining lots within project area.
- Prepare 90% Maintenance of Traffic (MOT) plans and coordinate the proposed MOT plan with the Hernando County DPW for approval.
- Prepare 90% Storm Water Pollution Plans and coordinate with Hernando County DPW.

- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews.
- Meet with HCUD to obtain review comments on the ninety percent (90%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.

3.7 100% Design Documents

- Prepare a one hundred percent (100%) Design deliverable of the wastewater collection system including detailed drawings of the proposed wastewater pipeline construction and submit to HCUD for review and approval. Two (2) full size sets of drawings and an electronic pdf are required to be submitted for the one hundred percent (100%) Design deliverable.
- Incorporate HCUD's comments, if any, to the previously submitted ninety percent (90%) Design deliverable and prepare Final Detailed Drawings and a Bid Form deliverable for the proposed work, including materials and equipment required.
- Prepare 100% Maintenance of Traffic (MOT) plans and coordinate the proposed MOT plan with the Hernando County DPW for approval.
- Prepare 100% Storm Water Pollution Plans and coordinate with Hernando County DPW.
- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews at each Project milestone.
- Bidding Documents to be provided to HCUD include drawings, bid form schedule with quantities, and text for inclusion into HCUD's Special Conditions, if needed. Provide one USB with electronic drawing files (pdf, Word, Excel and AutoCAD).
- Meet with HCUD to obtain review comments on the one hundred percent (100%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.

Task 4. Property Easement Acquisition Assistance

This task includes identifying specific tracts that may need to be acquired (a pump station site for instance), as well as any permanent easements that may need to be obtained. The scope of this work will include identification of the necessary acquisition, as well as providing a drawing and legal description in sufficient detail to support title research and acquisition. Assume 20 easement specific locations will be required for the project.

Task 5. Public Outreach

Provide assistance to the HCUD Public Outreach effort: Assistance may involve preparation of drawings and graphic presentation exhibits for use in town hall meetings with residents. Typically, this will include a general layout of the work proposed as well as a graphic representation of a sewer main installation, a new sewer service layout. The Coastal Team will not be responsible for setting up the venue time/place, meeting minutes at these Public Information Program engagements.

Task 6. Engineer's Opinion of Probable Cost

Consultant will prepare opinions of construction cost at each stage of deliverables in accordance with the Association for the Advancement of Cost Engineering International, Inc. (AACE) for the purpose of assisting HCUD in preparing budget funding requests, and evaluating design options. Expected accuracy will be as follows: Class 3 estimate for thirty percent (30%) design deliverable; and Class 1 estimate for ninety percent (90%) and 100% design deliverable. The Engineer's Opinion of Probable Cost shall include all costs to complete the project, including the engineering construction oversight.

Task 7. Bidding Assistance

Hernando County Purchasing will administer the bidding process. The Consultant will provide support including assembly of proposal documents (plans, specifications, and bid forms), assistance in responding to proposers' questions (requests for clarification, requests for information), and assistance in evaluation of the proposals received.

Clarifications and Assumptions

1. The number of individual commercial and residential sites within the project area is approximately 510 parcels.
2. We have assumed 2 hours per lot to complete the individual Sewer Service Hook-up Exhibits. This assumption is based on trees and lot improvements may be impacted when connecting the individual homes to new sewer system.
3. We have assumed a construction drawing total sheet count of up to approximately 200 sheets for all non-MOT sheets.
4. HCUD will provide available as-built data of proposed project site and existing infrastructure within one month of date of notice to proceed.
5. Permitting services beyond those specifically included in the Scope of Services are excluded.
6. All permit fees, plan review fees, or other regulatory fees including but not limited to Hernando County and FDEP permits are excluded from this Scope of Services and are assumed to be paid directly by HCUD.
7. FDOT permitting will be required for commercial parcels located along Cortez Boulevard (SR-50).
8. The Consultant will provide responses to three (3) request of additional information (RAIs) to permitting agencies. The responses to RAIs will be submitted to HCUD for review and approval prior to submittal to permitting agencies.
9. Archaeological surveying and permitting are excluded from this Scope of Services.
10. The overall project schedule assumes HCUD will provide review comments within 2 weeks for the 30% submittal, and 3 weeks for the remaining 60%, 90% and 100% submittals.
11. Driveways to be replaced within the project site will be replaced with new concrete from the right-of-way line to the edge-of-pavement. The thickness of the new concrete driveway will be based on the Hernando County Facility Design Guidelines.

12. The project site is assumed to be free of soil and groundwater contamination. A contamination study or remediation planning is not included in this scope of services.
13. Hazardous materials (asbestos, metals, PCBs) investigation, testing, analysis, and abatement design are excluded.
14. The scope of services assumes that there will be a total of three (3) lift station sites for this project. HCUD standard lift station detail sheets and specifications will be utilized for this project.
15. A wildlife study will be conducted to assess the potential impact to threatened or endangered species that may exist within the project boundaries. It is anticipated that gopher tortoise burrows will be identified with the environmental review. A preliminary gopher tortoise burrow study will be provided to assist in determining mitigation costs. Environmental services (e.g., mitigation, species) are excluded from this scope and are not expected to be required.
16. The subsurface utility engineering scope as provided is based on up to 20 utility test holes (Quality Level A).
17. The geotechnical exploration as provided is based on an approximate number of 90 borings. Shallow borings (20' to 25') will be conducted at manholes while deeper borings will be required for the lift stations (30' or to limerock).
18. HCUD representatives will obtain temporary construction easements from property owners as needed to access private property for survey, design, permitting and construction.

Contract 21-RG0045/PH
Hernando County Septic to Sewer Program
EXHIBIT "B" FEE SCHEDULE

[illegible]

SUB-TOTAL HOURLY COSTS \$ 11,723,178.00

Out-of-Pocket Expenses (actual cost - not to exceed)

Subcontract (BLUE WORK) \$ 75,000.00

Subsidiarität (Grundsatz) - Terra 1 19.000,00

CERT TOTAL LUMP SUM COST 1 \$1,708,878.00

Form Name: Casual Engineering Associates, Inc.

Signature: [Signature]

Wm. Mahabian, P.E., USA

(Printed Name and Title)

Date: May 31, 2022

Hennepin County

Department Name: HCUD

6/29/22

(Date)

Authorized Signature: [Signature]

Gordon [Signature]

(Printed Name and Title)

Date: _____

Chief Procurement Officer

1	Project Management	\$116,878.00
2	Data Collection & Field Review	\$440,464.00
3	Design, Construction Drawing, Permitting & Bid Docs	\$1,044,306.00
4	Property Assessment Acquisition Assistance	\$33,100.00
5	Public Outreach	\$55,294.00
6	Engineers Opinion of Probable Costs	\$18,954.00
7	Bidding Assistance	\$14,772.00
	Subcontractors	\$75,520.00
	TOTAL:	\$1,798,878.00

Task Order No. 6
Contract 21-RG0045/PH
Hernando County Septic Upgrade Incentive Program
EXHIBIT "B" FEE SCHEDULE

TASK	PROJECT ACTIVITY	Coastal Brian Malmberg, PE Principal Engineer		Coastal Candi Renfro Clerical Admin.		GSG, Inc. Sandi Walker Joseph Sheels Sr. Project Manager		GSG, Inc. Terry Thomas Project Lead		GSG, Inc. Project Staff		Man Hrs	Cost	Man Hrs	Cost	Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost							
1	Project Management System	80	\$ 185.00	46	\$ 60.00	12	\$170.00	80	\$ 160.00		\$125.00					\$ 32,400.00	218	\$148.62
2	Application Procedures and Documents	8	\$ 185.00		\$ 60.00	24	\$170.00	48	\$ 160.00	46	\$125.00					\$ 18,990.00	126	\$150.71
3	Contractor Identification & Approved Vendor List	4	\$ 185.00		\$ 60.00	20	\$170.00	48	\$ 160.00	40	\$125.00					\$ 16,820.00	112	\$150.18
4	Program Outreach & Advertising																	
4A	Program Website	4	\$ 185.00		\$ 60.00	6	\$170.00	32	\$ 160.00	6	\$125.00					\$ 7,630.00	48	\$158.95
4B	Public Outreach Meeting	8	\$ 185.00	8	\$ 60.00	8	\$170.00	10	\$ 160.00	8	\$125.00					\$ 5,920.00	42	\$140.95
5	Application Management & Processing	14	\$ 185.00		\$ 60.00	106	\$170.00	474	\$ 160.00	92	\$125.00					\$107,950.00	686	\$157.36
5E	Field Review & Inspection		\$ 185.00		\$ 60.00		\$170.00		\$ 160.00	660	\$125.00					\$ 82,500.00	660	\$125.00
6	FDEP Grant Management Assist. & Cord.	10	\$ 185.00		\$ 60.00	64	\$170.00	60	\$ 160.00	20	\$125.00					\$ 24,830.00	154	\$161.23

SUB-TOTAL HOURLY COSTS \$ 297,040.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 1,500.00

NOT TO EXCEED TOTAL LUMP SUM COST \$ 298,540.00

Firm Name: <u>Coastal Engineering Associates, Inc.</u>		HERNANDO COUNTY	
Signature: <u>Brian Malmberg, P.E., MBA</u> (Printed Name and Title)	 Department Name <u>HCUD</u> (Date) <u>6/29/22</u>	 Authorized Signature <u>Gordon Underdunk</u> (Printed Name and Title)	Chief Procurement Officer (Date)
Date: <u>May 12, 2022</u>			

EXHIBIT C – TRUTH IN NEGOTIATION CERTIFICATION
(Applicable to Contracts over \$195,000)

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.

Name of Firm	Title
Coastal Engineering Associates, Inc.	President
Authorized Signature	
07-29-2022	
Date	

EXHIBIT "D"

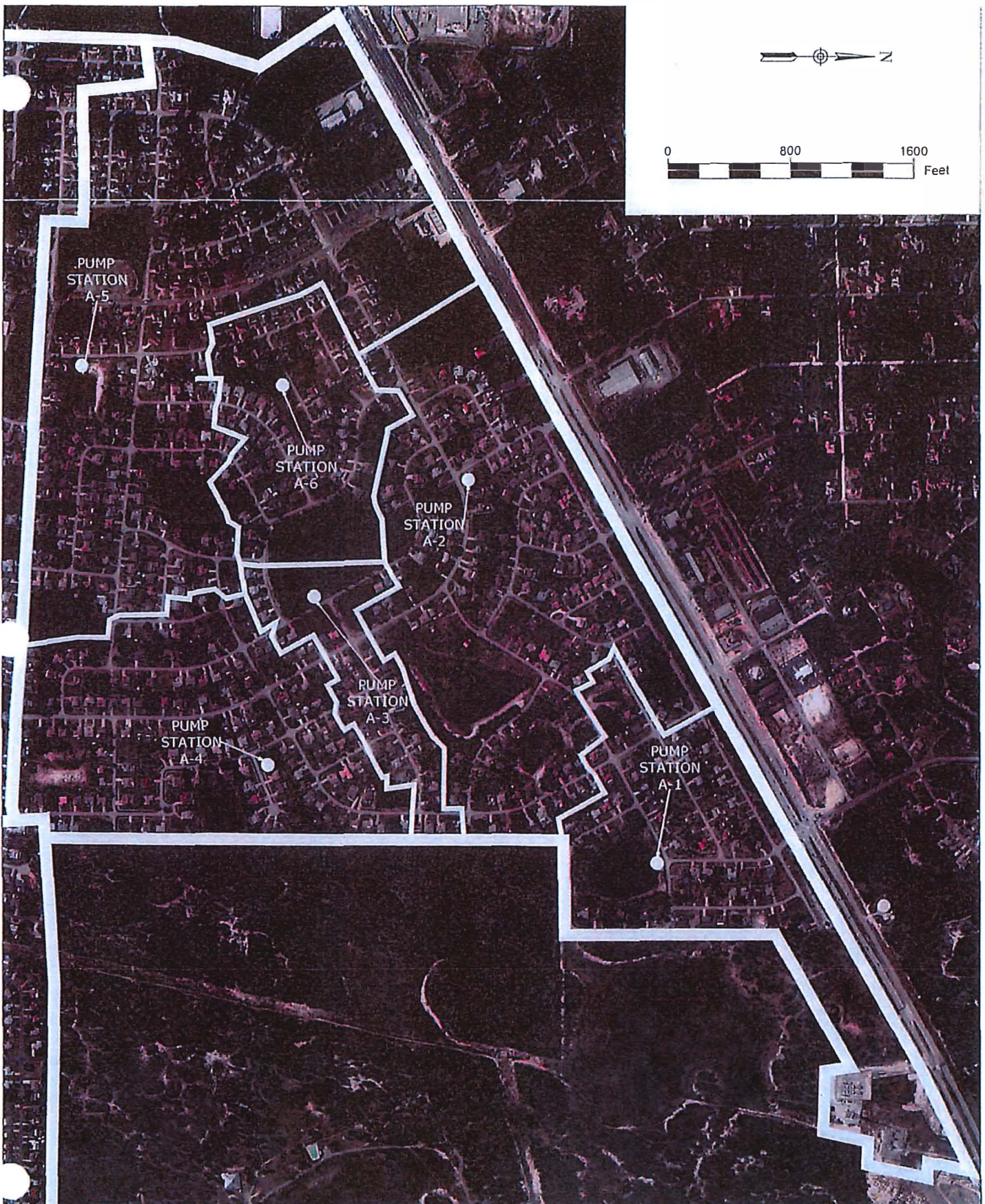


Figure 15. District A

Septic to Sewer Conversion Study