

MECHANIK NUCCIO HEARNE & WESTER

A PROFESSIONAL ASSOCIATION
ATTORNEYS AND COUNSELORS AT LAW

SARAH F. ALBANI
ALFRED A. COLBY
W. GREGORY GOLSON
FRANK L. HEARNE
TRAVIS MOORE HEARNE
DAVID M. MECHANIK
JOHN B. NEUKAMM (Retired 07/01/21)
VINCENT L. NUCCIO, JR.
WILLIAM R. PAUL
S. LEIGH RICE
ALLISON DICUS THOMPSON
J. MEREDITH WESTER (Retired 4/30/21)

305 S. BOULEVARD
TAMPA, FLORIDA 33606-2150

TEL: (813) 276-1920 x252
DIRECT TEL: (813) 566-1043
FAX: (813) 276-1560
E-MAIL ADDRESS: travis@floridalandlaw.com
www.floridalandlaw.com

June 13, 2022

VIA EMAIL

Stephen Stack
Hernando County Department of Public Works
Engineering Division
1525 E. Jefferson St.,
Brooksville, FL 34601
sstack@hernandocounty.us

**Re: Hernando County / Former Fleet Maintenance Facility / Environmental
Legal Services**

Dear Mr. Stack:

Our law firm would be pleased to provide legal counsel to Hernando County (the “**County**” or “you”) in connection with this matter subject to the terms set forth in this Legal Services Agreement (“**Agreement**”).

This Agreement is necessary to establish the scope of the legal work you have requested that we perform and the basis upon which our fees will be charged and paid. Please sign this Agreement and return a copy to govern our relationship. As explained below, the signature can be returned by email PDF or facsimile.

Pursuant to our discussions with Joe Marsh of Cardno, Inc. (“**Cardno**”), we understand and agree that our invoices for this matter will be sent to and paid by Cardno. We wish to emphasize that for purposes of this Agreement, Cardno is considered a non-client third party payor on the County’s behalf and that our execution of this Agreement establishes an attorney-client relationship between our law firm and the County, which affords the County the benefit of certain professional duties and other benefits which arise as a result of the attorney-client relationship. Your execution of this Agreement constitutes your informed consent pursuant to Rule 4.18(f) of the rules regulating the Florida Bar to Cardno’s payment of our law firm’s legal invoices. We agree that our firm’s invoices

sent to Cardno shall not exceed pre-approved amounts (such amounts, the “**Authorized Budget**”) unless we receive prior authorization to exceed the Authorized Budget. The Authorized Budget may be increased in writing either by the County or by Cardno. The initial Authorized Budget shall be that set forth in the June 13, 2022 *Hernando County, Florida / Former Fleet Maintenance Facility Site, 201 W. Dr. Martin Luther King, Jr. Blvd., Brooksville, Florida (ERIC_9620 / Tank ID #27-8520223): Proposal for Legal Services in Connection with Regulatory Environmental Closure of Site Using Engineering and Institutional Controls* (the “**Proposal**”). We wish to emphasize that the Proposal is merely an estimate, that we cannot guarantee any particular legal result at a certain cost, and that many unknown variables can affect the amount of legal work that will ultimately be necessary.

We charge for professional services on an hourly basis. The hourly rates for us and our colleagues who may be involved range from \$175.00 to \$500.00. Cardno will receive monthly invoices for the total cumulative hours of work performed. Our monthly statement will disclose all efforts made by date and time expended.

Our firm reserves the right to withdraw from representation if payment is not received within thirty (30) days of receipt of invoice.

Interest will be charged and added to the balance of the account at a rate of one percent (1.0%) per month (12.0% per annum) commencing and to the extent that the sum remains unpaid sixty (60) days after the invoice has been sent. You or Cardno must notify our firm in writing of any disputed fees or costs within ten (10) business days after the date of the invoice; otherwise, all invoice charges are agreed to be acceptable and correct and shall be timely remitted to our firm per the terms of this Agreement.

All time spent on your behalf, including all telephone discussions, will be charged to the matter. We cannot and do not warrant or guarantee any particular results of our work.

Pursuant to the terms hereof, you are responsible for the payment of all legal fees and all related charges for work we are to perform on your behalf or on behalf of any corporations or entities which are affiliated with, owned by, or controlled by you. You are not responsible for payment of any fees, charges, or other amounts in excess of the Authorized Budget, except that you are responsible for paying any interest which has accrued on the Authorized Budget pursuant to the paragraph above.

Should non-payment make it necessary to collect any of our fees, you agree to pay all attorney's fees and costs in connection with such an effort, including all appellate and paralegal fees.

Should you elect to terminate our representation, you agree to pay all outstanding invoices to our firm and pay all fees and costs involved in the termination, including reasonable time in the file closure and all associated costs including the costs of copying before you will receive the file.

Should any conflict of interest arise during our representation, we reserve the right to limit the scope of our legal services to avoid such a conflict, or, if necessary, to withdraw as counsel. If

there is a client entity involved, our firm's representation of that entity does not by itself make any of that entity's constituent members (e.g., partners, members, shareholders or beneficiaries) clients of our firm, nor does it signify that our firm, either directly or indirectly, owes any professional duty to any of those persons, notwithstanding that such person may be responsible for full or part payment of any financial obligations to the firm. Consequently, the firm will not be responsible, and will not be required to withdraw from representing you, in the event that representation is, or might become, adverse to the individual interests of any of the entity's constituent members.

If the Client is a business entity or municipal corporation (the "Client Entity"), you represent and warrant that the Client Entity is a duly organized or incorporated, validly existing, and in good standing under the laws of its state of formation, organization, or incorporation; that the Client Entity has the full right, power, and authority to enter into this Agreement; that the execution of this Agreement by the individual whose signature is set forth at the end of this Agreement and the delivery of this Agreement by the Client Entity have been duly authorized by all necessary action on the part of the Client Entity; and that the execution and delivery of this Agreement by the Client Entity will not violate, conflict with, or result in any breach or default under any of the Client Entity's organizational documents.

This Agreement may be executed in one or more counterparts and by different parties on separate counterparts and shall become effective only when one or more counterparts have been executed by each party. Each counterpart shall be deemed an original, but all of the counterparts shall constitute one agreement. Each party may execute and deliver this Agreement by forwarding by facsimile, electronic transmission in PDF format, or other means copies of this Agreement showing execution by the parties sending the same, and each party agrees and intends that such signature shall have the same effect as an original signature, that each party shall be bound by such means of execution and delivery, and that both parties hereby waive any defense to validity based on any such copies or signatures. If you agree with the terms of this Agreement, please sign as indicated below and return one signed original to me.

This letter is an offer to perform legal services which must be accepted to become effective. If this letter is not signed and returned to us by 5 p.m. on the date that is 90 days after the date first noted above, the offer of representation is withdrawn and of no further effect and we will not be performing work on your behalf. You may pay any amount due under this Agreement by means of an "e-check" should you so desire. To do so, please contact our business manager, Sara McIntire at (813) 276-1920 for instructions. Of course, please call us with any questions or comments.

We appreciate the opportunity to assist you and look forward to working with you in this matter.

**MECHANIK NUCCIO
HEARNE & WESTER, P.A.**

By: _____


Travis Moore Hearne, Esq.
Florida Bar No. 1018832

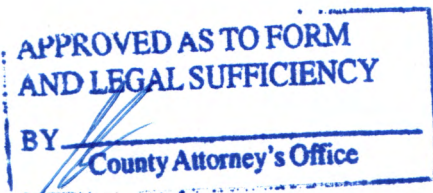
Agreed to and accepted this
26th day of July, 20 22.

COUNTY OF HERNANDO, FLORIDA

By: _____
Signature

Steve Champion
Print Name

Its: Chairman
Title



Cardno, Inc.

Revised SCOPE OF WORK

Former DPW Remedial Action Planning, Bidding and Construction Administrative Services

(Institutional Controls/Engineering Controls Package and Well Abandonment)

Hernando County DPW Former Fleet Maintenance Facility

Date: June 17, 2022

Contract Number: 18-R00045/PH Continuing Engineering Services for DPW

County PO: 19000608 DPW Remedial Action Planning

Cardno Project Number: 00313-020-14

1. PROJECT TITLE:

Revision to the Former DPW Remedial Action Planning, Bidding and Construction Administrative Services Task Order: Institutional Controls/Engineering Controls (IC/EC) Package and Declaration of Restrictive Covenant (DRC) for the Former Fleet Maintenance Facility (Site) located at 201 West Martin Luther King Boulevard, Brooksville, Florida (FDEP Facility ID # 278520223, Waste Cleanup FDEP Site # COM_65033/Project # 65840.

2. PROJECT SUMMARY:

Pursuant to the Provisional No Further Action Proposal Approval issued by the Florida Department of Environmental Protection Southwest District (FDEP or Department) on May 26, 2022, Site Assessment is complete per Rule 62-780.600, Florida Administrative Code (FAC) and documentation submitted in the Site Rehabilitation Completion Report and No Further Action Proposal (SRCR/NFAP) confirms that technical criteria set forth in Subsection 62-780.680(2) or (3), FAC may be met assuming the appropriate ICs and restrictions and, if appropriate, ECs, are in place.

Before a Conditional Site Rehabilitation Completion Order (CSRCO) may be issued by the Department, the County must provide the supporting documents necessary for the proposed restrictive covenant or other IC/ECs to be evaluated. The proposed ICs must adequately address each of the restrictions outlined in FDEP's deliverable review letter. Once all of the necessary information is submitted to the FDEP Southwest District, the Department's Office of General Counsel to evaluate the proposed IC/ECs.

Additionally, before a CSRCO may be issued by the Department, supporting documents must be provided to document that ECs that prevent human exposure, infiltration/leachability (if applicable), or, as appropriate, migration of the plume have been implemented. Additionally, the Department is requiring an Engineering Control

Maintenance Plan (ECMP), sealed by a Professional Engineer, be submitted as part of the draft IC/EC Package.

3. PROJECT GOALS:

To support the effective reuse of this site and protect human health and the environment, the end goals include:

- Approval of a draft IC/EC Package with Declaration of Restrictive Covenant (DRC) and ECMP
- Finalization of the IC/EC Package, DRC, and ECMP
- Issuance of a CSRCO
- Abandonment all monitor wells to comply with the anticipated CSRCO.

4. SCOPE OF SERVICES:

Task 10 – IC/EC Package

Cardno will provide the following services related to preparation of the IC//EC Package, including:

- Execution of a Legal Services Agreement between Mechanik Muccio Hearne & Wester and the County to afford the benefits originating in the attorney-client relationship. Cardno will function as a non-client third-party payor of the legal fees.
- Title Work – ownership & encumbrance (O&E) reports (also commonly called property information reports, or PIRs) from a third-party title company
- Legal Review of Title Work - This task requires attorney review of title investigations and recorded instruments affecting all of the parcels which will be included in the engineering and institutional control areas. Our proposal assumes 15 to 20 conventional encumbrances, depending on complexity and length, revealed by O&E Reports and PIRs.
- Preparation of ICPG Legal Checklist – Per Attachment 6 of FDEP’s Institutional Controls Procedural Guidance (ICPG).
- Preparation of Notice Letters – Preparation of notices required by 62-780.220(7), FAC, including letters to holder of materially affected encumbrances, and local governments. Assumes 10-15 letters.
- Draft DRC – Preparation of the draft DRC, a legal instrument in the nature of an equitable servitude that imposes environmental and health-related restrictions on the site in perpetuity.
- Project Coordination for discussions with County, Legal, Commenters, and FDEP.
- One project closeout meeting with FDEP and one response to FDEP request for additional information.
- Preparation of the ECMP

- Preparation of a .zip file containing GIS shapefiles indicating the groundwater and soil areas to be restricted, to support the site's entry into the Environmental Restoration Integration Cleanup (ERIC) Institutional Controls Registry (ICR) database.

Task 11 – Well Abandonment and Reporting

Cardno and their subcontracted environmental well driller will abandon all remaining monitoring wells and piezometers in accordance with requirements of the anticipated CSRCO and FDEP Standard Operating Procedures (DEP-SOP-001/01, effective July 30, 2014) and FDEP - Division of Waste Management – Bureau of Petroleum Storage Systems Standard Operating Procedures PCS-006, Design, Installation, and Placement of Monitoring Wells, effective May 2, 2005.

It is estimate that approximately sixty (60) 2-inch diameter wells (2,162 LF) and twelve (12) 1-inch diameter wells (125 LF) remain on site. Each well shall be abandoned by filling the casing with grout mixed on site, from the bottom up, using the tremie pipe method. The concrete pads and manholes will be removed and the surface restored with sand (with the exception of wells located in the concrete pad on the eastern portion of the site, that will be restored in-kind). A front-end loader (Bob-cat) will be utilized to move materials needed for the well plugging and dump the well pad C&D debris into a roll-off to be transported off-site for disposal. The duration of the well abandonment event is anticipated to 10 days.

Cardno will also prepare a Well Abandonment/Site Restoration Report summarizing the following:

- A. Copies of any permits obtained;
- B. A summary of the work performed and any other relevant documentation;
- C. An updated site map showing the locations of all abandoned wells
- D. Well completion logs for all wells abandoned;
- E. Waste Manifests and bills of lading for materials for disposal;
- F. Photographic documentation of well abandonment and restoration activities;
- G. Copy of field notes.

5. BUDGET:

Not to Exceed Total Lump Sum Cost: \$ 81,063.00

This price includes all labor and expenses anticipated to be incurred by Cardno for the completion of this task, on a lump sum basis, based on costs outlined in the attached Exhibit "B" Task Fee Quotation Proposal. Engineer (Cardno) may alter the distribution of compensation between individual phases of the work noted herein, but shall not exceed the total compensation amount unless approved in writing by the Owner (County).

Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.

6. SCHEDULE

Cardno anticipates the notices will be submitted and the Title work ordered within 30 days of the Notice to Proceed.

Submittal of the draft IC/EC Package with DRC and ECMP to FDEP, is anticipated within 60 days from the NTP. This schedule will be updated through the course of the title work, noticing, and FDEP review by the Southwest District, the FDEP District and Business Support Program (DBSP), and FDEP OGC.

Once the Department approves the complete IC/EC package and mail notice, the Department will issue the CSRCO if there are no objections to the proposed action, following a 30-day comment period.

7. STAFF ASSIGNMENT

Key staff assigned to this project includes:

Principal – Vince Alaimo, vince.alaimo@cardno.com

Project Manager - Joe Marsh (727) 431-1589, joe.marsh@cardno.com

Senior Engineer – Greg Schultz, P.E. (727) 431-1557, greg.schultz@cardno.com

Environmental Geologist – Victor Urgiles, victor.urgiles@stantec.com

Senior Designer – Dan Diffenbach, dan.diffenbach@cardno.com

Clerical (Project Administrator/Contract Administrator) – Dana Bonanno, dana.bonanno@cardno.com

8. CORRESPONDENCE/REPORTING PROCEDURES

All Consultant correspondence shall be directed to Joe Marsh. All County project correspondence shall be directed to Stephen Stack, Hernando County, with copies to others as may be appropriate.

9. INVOICING/FUNDING PROCEDURES

Invoices shall be submitted monthly. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

CONTINUING ENGINEERING SERVICES CONTRACT NO. _____ TASK ORDER NO. _____

PROJECT NAME: Former DPW Remedial Action Planning, Bidding and Construction Administrative Services

PROJECT ACTIVITY	Principal		Project Manager		Senior Engineer		Environmental Scientist/Geologist		Senior Designer		Clerical		Basic	Man Hrs	Avg
	Man Hrs	Hourly Rate	Man Hrs	Hourly Rate	Man Hrs	Hourly Rate	Man Hrs	Hourly Rate	Man Hrs	Hourly Rate	Man Hrs	Hourly Rate	Activity \$ AMOUNT	by Activity	Hourly Rate
Task 10 IC/EC Package	5	\$290	30	\$135	20	\$170	20	\$75	15	\$120	10	\$70	\$12,900	100	\$129
Task 11 Well	2	\$290	15	\$135	5	\$170	130	\$75	5	\$120	5	\$70	\$14,155	162	\$87
Totals	7		45		25		150		20		15		\$27,055	262	\$108

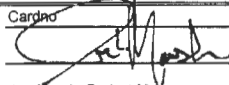
Miscellaneous Expenses

Environmental Attorney \$10,533
 Licensed Environmental Well Driller \$40,975
Total \$51,508

SUB-TOTAL HOURLY COSTS \$ \$27,055

Out-of-Pocket Expenses \$ \$2,500
 (actual cost - not to exceed, for well abandonment oversight, vehicle/fuel, PPE)
 Miscellaneous Expenses (Subconsultant) \$ \$51,508

NOT TO EXCEED TOTAL LUMP SUM COST \$ \$81,063

Firm Name: <u>Cardno</u> Signature:  <u>Joe Marsh, Project Manager</u> (Printed Name and Title) Date: <u>6/17/2022</u>	<p align="center">HERNANDO COUNTY</p> <table> <tr> <td>Department Name _____</td> <td>Authorized Signature _____</td> <td>James Wunderle, Chief Procurement Officer Hernando County</td> </tr> <tr> <td>(Date) _____</td> <td>(Printed Name and Title) _____</td> <td>(Date) _____</td> </tr> </table>	Department Name _____	Authorized Signature _____	James Wunderle, Chief Procurement Officer Hernando County	(Date) _____	(Printed Name and Title) _____	(Date) _____
Department Name _____	Authorized Signature _____	James Wunderle, Chief Procurement Officer Hernando County					
(Date) _____	(Printed Name and Title) _____	(Date) _____					

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN TWO SIGNED ORIGINAL COPIES WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.