

Exhibit B

CONTRACT No. 18-R00045/PH - CONTINUING ENGINEERING SERVICES
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL
 Doc. ID: 14999 BOCC Approved 11/5/18

PROJECT NAME: Animal Services Renovations and Expansion Projects TASK ORDER No. 62

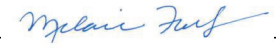
PROJECT ACTIVITY		Principal Engineer/Architect Man Hrs Cost		Chief Engineer/Architect Man Hrs Cost		Project Engineer/Architect Man Hrs Cost		Engineer/Architect Intern Man Hrs Cost		Quality Assurance/Quality Control Man Hrs Cost		Secretary/Clerical/CA Admin Man Hrs Cost		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
Task 1	Design Permitting and CCA															
	HDR Engineering, Inc (Structural Eng)	40	\$10,516.40	40	\$9,402.00	120	\$17,667.60	96	\$10,096.32	14	\$3,239.04	23	\$1,814.24	\$52,735.6	333	\$158.37
	HDR Architecture, Inc													\$158,076.4		
	OCI													\$33,750		
	Coastal Design Consultants													\$47,850		
	Geotechnical Investigations (allowance)													\$7,500		
	Animal Arts (Concept and QC)													\$15,500		

SUB-TOTAL HOURLY COSTS \$ \$315,412.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 6500

Miscellaneous Expenses (Subconsultant) \$

NOT TO EXCEED TOTAL LUMP SUM COST \$ \$321,912.00

Firm Name: <u>HDR Engineering, Inc.</u> Signature: <u></u> <u>Melanie Fowler, PE, VP</u> <small>(Printed Name and Title)</small> Date: <u>03.21.2024</u>	<div style="display: flex; justify-content: space-between;"> <div> Animal Services 01421 Department Name <u>04-16-24</u> <small>(Date)</small> </div> <div>  Authorized Signature James Terry Manager <small>(Printed Name and Title)</small> </div> </div>	<div style="display: flex; justify-content: space-between;"> <div> HERNANDO COUNTY Erin L. Kluis Purchasing Coordinator Briggs <small>(Date)</small> </div> <div> Digitally signed by Erin L. Kluis Briggs Date: 2024.04.17 08:14:47 -04'00" </div> </div>
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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 ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.



February 20, 2024_**Revised March 21, 2024**

Mr. Erik Van De Boogaard
Hernando County Construction Projects Coordinator
1525 E. Jefferson Street
Brooksville, FL 34601

Re: Hernando County Task Order No. 62 under contract 18-R00045/PH

Mr. Van De Boogaard,

HDR Engineering, Inc. (HDR) is pleased to provide the following fee proposal for your consideration.

This Proposal contains the following:

- 1.0 Project Understanding
- 2.0 Scope of Services
- 3.0 Assumptions and Clarifications
- 4.0 Compensation

1.0 Project Understanding:

Hernando County population growth has demanded a capacity increase in the current Animal Services Complex located at 19450 Oliver Street, Brooksville, FL. Expansion would be through kennel capacity increase and creation of new isolation area for containment and light treatment.

Project scope includes adding a pre-engineered metal building with approximately 5,500 gsf under roof to add 28 two sided kennels per attached Exhibit A. Scope also includes conversion of the approximately 50% of the existing garage into an isolation ward for disease management. Project will be separated into two phases: Phase 1 shall contain scope of services through end of Construction Documents Stage and Phase 2 shall be Bidding/Permitting and Construction Administration Services.

Consulting Design team:

- For Civil Engineering scope of work please see attached Exhibit A from Coastal Design Consultants, Inc.
- OCI Consulting Engineering shall do all proposed scope for Mechanical Engineering, Electrical Engineering, Plumbing Engineering, and Fire Protection required for the project.
- Geotechnical Engineering allowance is in place to reserve future fee through Coastal Design Consultants for required Geotechnical exploration. This scope and fee will be submitted to Hernando County for review and approval and this allowance will not be utilized unless approved by Hernando County.
- HDR Engineering, Inc shall perform structural engineering scope of work in this proposal.
- Animal Arts shall provide peer review on best practices for animal care and are a national specialist design firm. Peer review shall include recommendations on best suited drains, kennel configurations, animal doors between indoor and outdoor kennels, etc.
- HDR Architecture, Inc shall do architectural and interior design services for the project.

2.0 Scope of Services:

HDR shall provide architecture, civil engineering, structural engineering and MEP systems engineering for the above described project.

2.1 HDR shall provide conceptual site planning sketch based on the selected expansion option (in the attached Exhibit A) and provide brief description regarding best apparent direction for site drainage and similar system tie-in. Basis of design shall be per Exhibit A.

2.2 HDR shall move directly into Construction Document Stage after engineering concept approval is received based in selected Exhibit A architectural layout option.

2.3 If closing in of the overhead door and creation of separate man door is elected, delegated design spec will be utilized to comply with the existing structural capacities of the garage for wind loads.

2.4 Following Conceptual Schedule is anticipated:

Phase 1:

- Conceptual design, including site visit, and evaluation of the existing documents: 4 weeks
- Owner review of the concept design options: 2 weeks
- Construction Documents of the approved concept: 6 weeks

Phase 2:

- Bidding/Permitting: TBD with local process
- Construction: up to 4 months

2.5 For Civil Engineering Scope of Services/Assumptions/Exclusions please see included Exhibit A2.

2.6 Fire Alarm design shall include horn/strobe addressable system.

2.7 Mechanical engineering shall be limited to the new indoor area of the addition only.

3.0 Assumptions and Clarifications:

The following are our assumptions and clarifications which were included in the estimate of effort and our fees associated with the understood project scope as described above.

3.1 Project deliverables shall be in digital format and construction is assumed to be Construction Manager at Risk delivery method.

3.2 Scope includes one site visit to observe existing conditions and one in person design meeting to discuss concept options.

3.3 Phase 2 Construction Administration includes up to 6 meetings, including substantial/final completion meetings.

3.4 HDR team shall utilize provided existing drawings and brief site visit observation to produce our existing conditions backgrounds for project development.

3.5 Proposal includes in-person meetings & virtual meetings. We anticipate 8 total in-person meetings for HDR for both phases of service.

3.6 Mitigation of and hazardous materials (such as asbestos, lead, etc.) is not anticipated to be in the scope of work and, if discovered, will be mitigated by the Owner. Permit fees as well as testing scope of work shall be directly by Owner. Sustainable design is not part of the scope of work.

4.0 Compensation:

Fees associated with the scope of services described above are as follows (please see attached Fee Schedule for more information):

Please see attached Exhibit B for fee breakdown for both Phases.

Total Lump Sum Compensation.....\$315,412

Per Phase breakdown shall be as follows:

Phase 1 services.....\$246,000

Phase 2 services.....\$69,412

Reimbursable Expenses Allowance.....\$6,500

Printing, production, and any customary project related reimbursable expense are not included in the fee proposal and shall be invoiced per Hernando County's reimbursable policy.

We have enjoyed working with Hernando County on several past projects and we sincerely appreciate the opportunity to keep earning your confidence in our team. We look forward to continuing our professional relationship with the proposal outlined above. Please let me know if you have any questions.

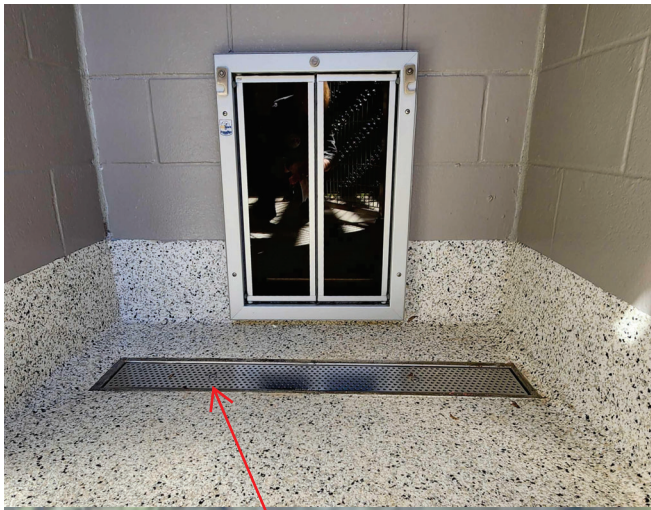
Sincerely,



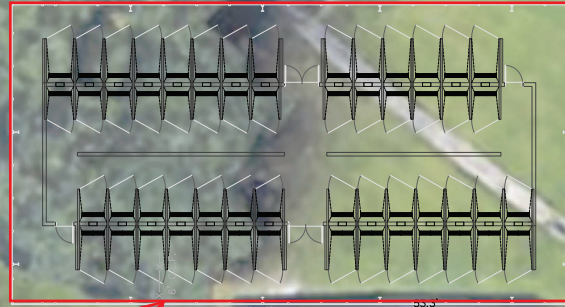
Melanie Fowler, PE
Vice President

Accepted by: _____ Signature: _____

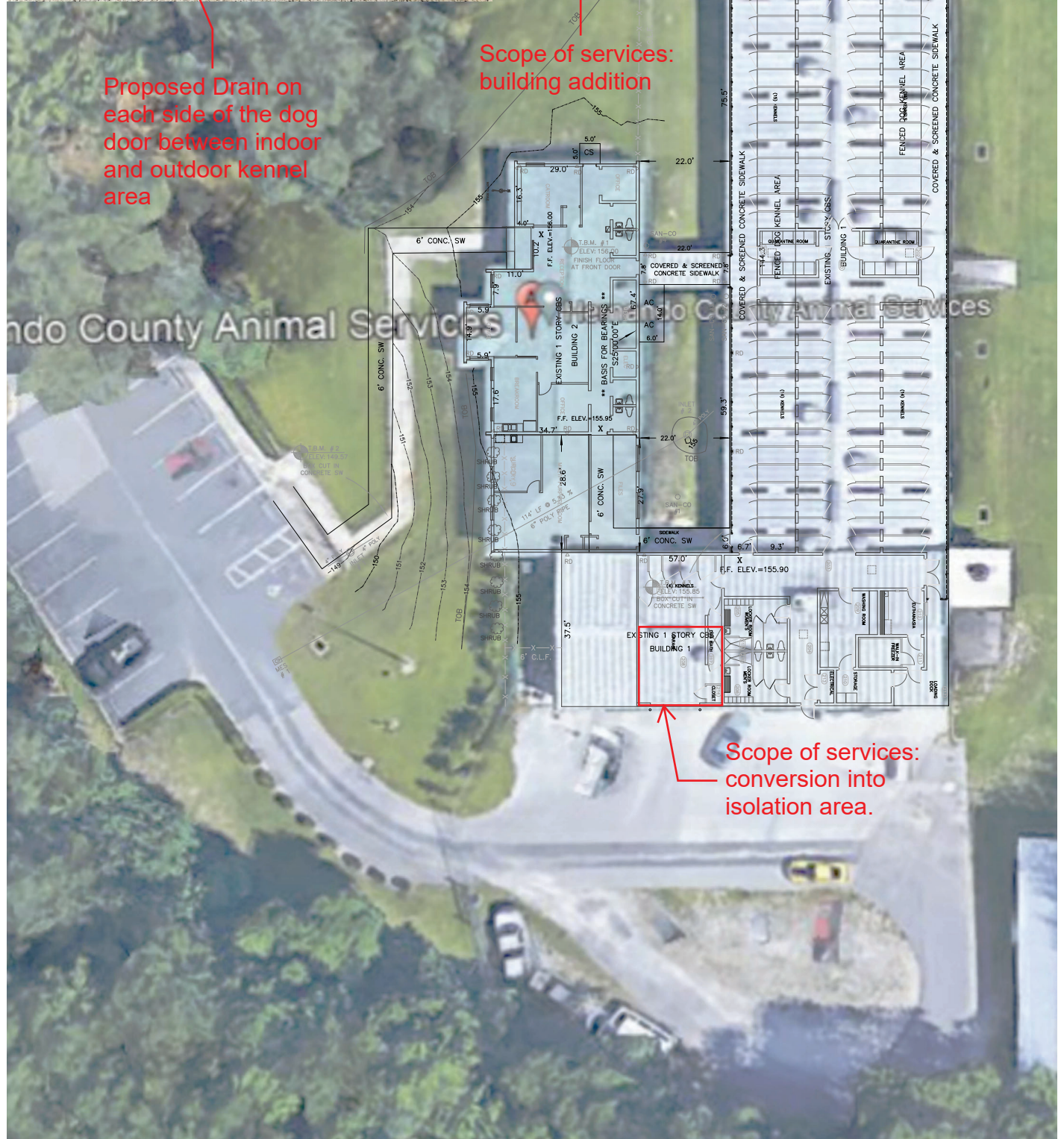
Title: _____ Date: _____



Proposed Drain on each side of the dog door between indoor and outdoor kennel area



Scope of services: building addition



Scope of services: conversion into isolation area.



Building Addition conceptual
floor plan

January 30, 2024

Drazen Ahmedic, AIA, CGC
HDR, Inc.
4830 W Kennedy Blvd. Suite 400
Tampa, FL 33609



RE: Kennel Addition at Hernando County Animal Services
Agreement for Professional Services
Commercial Site Design and Permitting
Coastal Proposal No. P-3330

Mr. Ahmedic:

In accordance with our discussions, Coastal Design Consultants, Inc. (COASTAL), hereinafter additionally referred to as "Consultant", proposes to provide professional services on behalf of HDR, Inc., hereinafter referred to as the "Client" pursuant to the scope and fees stipulated herein.

Project Description

Civil Site Design for Concept Design, Design Development, Construction Documents, Bidding & Negotiations, Construction Administration, and Additional Services for the for the 2,000± square foot kennel addition to the existing facilities of the Hernando County Animal Services located at 19450 Oliver Street, Brooksville, FL 34601 (Hernando County Key: 00361236).

Scope of Work

.05 Commercial/Engineering Services

A) CONCEPT DESIGN

- 1) COASTAL shall obtain and review available data relating to the Project; visit the site to observe existing conditions; and consult with the Client to clarify and define the requirements for the project.
- 2) COASTAL shall review soils investigations and survey work as necessary for the engineering design.
- 3) COASTAL shall review the Client's draft Concept Design Plan and assist with civil design related modifications to the plan.
- 4) COASTAL shall process Civil site Concept Design Plans to the Client for Hernando County Animal Services (HCAS) plans review.

B) DESIGN DEVELOPMENT

- 1) The design shall consider local municipal, State, and Federal governing agency requirements.
- 2) COASTAL shall meet and review the Concept Design Plans with the Southwest Florida Water Management District (SWFWMD) staff regarding sufficiency requirements. Modify the plan(s) as required per SWFWMD comments. One (1) formal pre-application meeting is included herein.
- 3) COASTAL shall prepare approximate 60% (Design Development) Construction Drawings and Specifications to include the following:

S:\@CDC\Contracts and Proposals\Proposals\Proposals in Progress\IP-3330 HCAS Kennel Addition\Coastal Scope of Services HCAS Kennel Addition P-3330 REVISED 013024.docx

Coastal Design Consultants, Inc.
7026 Little Road New Port Richey, FL 34654
Phone: (727) 849-8010 • Fax: (727) 849-8020

- a) Building location.
 - b) Geometric and horizontal control.
 - c) Building setbacks and easement requirements.
 - d) Onsite wastewater collection and disposal system to within five feet of the proposed building addition and existing building connecting to the proposed, on-site lift station.
 - e) New on-site lift station connected to the existing, 2-inch force main located within the project boundary. (The existing lift station is in conflict with the proposed building addition.)
 - f) Onsite potable water distribution system to within five feet of the proposed building addition connecting to the existing water distribution system located within the project boundary.
 - g) Typical sections and miscellaneous details for proper installation for the proposed facilities.
 - h) Stormwater Pollution Prevention Plan in accordance with governing agencies regulations.
- 4) COASTAL shall perform the calculations necessary to evaluate the site hydrology and design the Stormwater Retention/Detention Areas required for this Project.
 - 5) COASTAL attend meeting(s) with the Client and the Mechanical/Electrical/Plumbing (MEP) consultant requested to complete the scope of work included herein.
 - 6) COASTAL attend meeting(s) with the Client and HCAS as requested to complete the scope of work included herein.
 - 7) COASTAL shall process the 60% (Design Development) Construction Plan(s) to the Client for the HCAS plans review.

C) CONSTRUCTION DOCUMENTS

- 1) COASTAL shall incorporate the Client/HCAS comments and the agency review comments in the design and prepare construction plans and specifications for the 100% (Construction Documents) Phase.
- 2) COASTAL shall incorporate final Client/ HCAS 100% (Construction Documents) comments in the construction plans and specifications for the final deliverables.
- 3) COASTAL shall prepare a final Engineer's Estimate of Probable Construction Cost for the Client's use.
- 4) Coastal shall deliver the 100% (Construction Documents) Construction Plan(s), Specifications, Engineer's Estimate of Probable Construction Cost, and Permits to Client/HCAS.

D) BIDDING AND NEGOTIATIONS

- 1) COASTAL shall compile the civil plans and technical specifications for inclusion within the bid packages and contract documents.
- 2) COASTAL shall assist the Client/HCAS and/or Construction Manager (CM) by answering questions (RFIs) from civil site contractors regarding the construction plans and specifications during the bidding process.

.08 CONSTRUCTION PHASE SERVICES

A) CONSTRUCTION ADMINISTRATION

- 1) COASTAL shall attend construction meetings as requested by the Client/HCAS. This effort is estimated not to exceed one (1) meeting per month during the civil site construction of the project. Coastal anticipates construction duration of nine (9) months for completion of the project.

- 2) COASTAL shall furnish prompt consultation to the Client/HCAS and/or Regulatory Agencies regarding the interpretation of any and all parts of the project plans and specifications.
- 3) Review and process applicable shop drawings, pay requests, and test reports.
- 4) COASTAL shall perform limited construction observation to become generally familiar with the progress and quality of the portion of the work completed, and to determine if the work observed is being performed in a manner indicating that the work, when completed will be in general conformance with the approved plans and specifications. This effort is estimated not to exceed one (1) random site visit per month during the civil site construction of the project. Coastal anticipates construction duration of nine (9) months for completion of the project.

B) PROJECT CLOSE-OUT

- 1) COASTAL shall provide final site inspections with Client/HCAS to review constructed facilities to verify substantial compliance with the approved plans and prepare responses to the Client/HCAS issued punch lists. This process anticipates two (2) final inspections and responses to punch lists.
- 2) Upon completion of the site related construction, COASTAL shall compile for and deliver to the Client, and local municipal and/or government agencies required by permit, a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders, and other data prepared and furnished by the Contractor. These Record Documents will show the significant changes and/or variations from the approved construction drawings made during construction.

.10 ADDITIONAL SERVICES

A) TOPOGRAPHIC SURVEY: (DC JOHNSON & ASSOCIATES, INC.)

- 1) Topographic Survey of the survey area shown in Exhibit A which is an approximate 6.5± acre portion of the Hernando County Animal Services 24.8 acres parent parcel (Hernando County Key: 00361236) in accordance with Minimal Technical Standards as set forth in Chapter 5J-17 of the Florida Administrative Code.
- 2) Elevation points based on the National American Vertical Datum of 1988 should be taken and recorded on the survey, at intervals sufficient to generate one (1) foot contours. A note stating the basis of the vertical datum and a conversion to National Geodetic Vertical Datum (NGVD 1929) shall be shown on the drawing. Where existing drainage features are located, including swales, ditches, channels, pond, etc., these areas shall be labeled accordingly, and additional shots shall be required along the top of bank and the top of slope. Contours should be generated on the survey at one (1) foot intervals extending a minimum 100 feet beyond the project boundary.
- 3) Existing property lines, existing platted lots with plat book and page number, existing platted and/or recorded easements for drainage and/or utilities, existing rights of way for roadway(s), pedestrian ways, bridle paths, bicycle paths, etc., within 200 feet of the project boundary should be identified.
- 4) Locate all visible evidence of underground and overhead utilities, (power, phone, cable, gas, etc.) within the project boundary and/or within right of way adjacent to the project boundary.
- 5) Locate all natural features within the project boundary including swales, ditches, depressions, lakes, marshes, swamps, watercourses, and/or other jurisdictional areas.
- 6) Locate the boundaries and show the acreages of wetlands and other surface waters within the project boundary as marked by others. Distinguish those wetlands and other surface waters that

have been delineated by any binding wetland determination. Set up a new benchmark location per wetland area.

- 7) Locate and label the size of tree(s) ten (10) inches d.b.h. and larger within the project boundary including individual tree symbology and genus with common name. Information for trees should be provided within a legend and included on the survey.
- 8) Locate any landscape buffer(s) adjacent to the project site boundary(s) which appear to have been installed as a condition of a Land Development Code including all trees, bushes, and shrubs.

B) SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT SWERP PERMIT MODIFICATION

- 1) COASTAL shall prepare the permit submittal information including reports, exhibits, maps, calculations, and plans, as required by SWFWMD.
- 2) COASTAL shall submit an application for a SWFWMD Statewide Environmental Resource Protection (SWERP) Permit Modification of Permit No. 19246.000.
- 3) COASTAL shall coordinate and meet with the Client, HCAS, and SWFWMD to address regulatory comments associated with the permit application, as needed.

C) CITY OF BROOKSVILLE SITE PERMIT (IF NEEDED)

- 1) COASTAL shall prepare the permit submittal information including reports, exhibits, maps, calculations, and plans, as required by the City of Brooksville Land Development Code.
- 2) COASTAL shall submit an application for a City of Brooksville ty preliminary/construction plan site permit in accordance with the City of Brooksville Land Development Code.
- 3) COASTAL shall coordinate and meet with the Client and the City to address regulatory comments associated with the permit application, as needed.

D) LISTED SPECIES SURVEY AND REPORT

- 1) Conduct a listed species survey on the property. The PROFESSIONAL shall record all observations and signs (tracks, scat, etc.) of wildlife observed on the site during vehicular and pedestrian transects. The PROFESSIONAL shall survey for species considered Endangered, Threatened, or of Special Concern by the U.S. Florida Fish and Wildlife Service (FWS) under 50 CFR 11-12 or the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 68A-27 F.A.C. All surveys will be performed in accordance with the FWC Florida Wildlife Conservation Guide. Observations of listed species, including cavities and nests, will be recorded using a sub-meter Global Positioning System (GPS) and their locations marked on an aerial photograph and included in the report.
- 2) Conduct a 100 percent survey to locate gopher tortoise (*Gopherus polyphemus*) burrows and estimate the density of gopher tortoises for the project. The tortoise survey will be conducted in accordance with the FWC methodology as outlined in the Gopher Tortoise Permitting Guidelines April 2008 (revised April 2023). An Authorized Gopher Tortoise Agent will conduct and oversee the gopher tortoise survey, as required by the FWC for the permit application preparation. Potentially occupied burrows (formerly called active and inactive burrows) will be flagged in the field and will be recorded using a sub-meter GPS. The burrow locations will be marked on an aerial photograph and included in the report.
- 3) Prepare a report detailing the results of the environmental surveys. The report will include a table documenting the known occurrences of listed species in Pasco County based on Florida Natural Areas Inventory (FNAI), FWC, and FWS data. The report shall be suitable for submittal to the FWC, FWS, and SWFWMD.

E) ACCESS/STAGING AREA PAVEMENT IMPROVEMENTS

- 1) COASTAL shall prepare Construction Plans and Specification to improve the existing partial asphalt/partial gravel parking and staging area located south of the main building in general conformance with the local municipal, County, State, and Federal governing agency requirements.
- 2) The Construction Plans will provide detailed grading, drainage, and paving plans of drive and parking areas providing standard grades of 1% minimum grade, 4% maximum grade unless otherwise approved.
- 3) COASTAL shall perform the calculations necessary to evaluate the site hydrology and design/modify the Stormwater Retention/Detention Areas required for this Project.

F) FORCE MAIN EXTENSION & LIFT STATION

- 1) Force Main & Lift Station Design: COASTAL shall prepare Construction Plans and Specification to re-route and re-locate the existing 2-inch force main and lift station in conflict with the proposed building addition to new location.
- 2) Florida Department of Environmental Protection Sewer Permit:
 - a) COASTAL shall prepare the permit submittal information including reports, exhibits, maps, calculations, and plans, as required by Florida Department of Environmental Protection (FDEP).
 - b) COASTAL shall submit Application for a FDEP "Notification/ Application for Constructing a Domestic Wastewater Collection/ Transmission System" for the onsite sanitary sewer lift station and the onsite sanitary sewer force main extension.
 - c) COASTAL shall coordinate and meet with the Client, HCAS, and FDEP to address regulatory comments associated with the permit application(s), as needed.

G) REIMBURSABLES (ALLOWANCE)

Reimbursable expenses of the Consultant will be reimbursed by the Client at actual cost, in accordance with Attachment 3 – Reimbursables on a Not to Exceed Basis. Permit fees have been included within this budget.

.10 Additional Services

All costs for this project which are not specifically covered herein; shall be considered extra. The contract can be amended by agreement of both parties to allow for the accomplishment of additional tasks. The written amendment shall include the revision(s) to the Scope of Services and the fees.

Assumptions:

- 1) This scope of services includes the preparation of a Drainage Plan for inclusion in the Architect's Building Permit Application. *However, if needed, the preparation and submittal of a full site permit application with City of Brooksville Development Review Department has been included as an Additional Services under item .10D City of Brooksville Site Permit.*
- 2) Geotechnical Engineering Services shall be provided by Client/HCAS and are not included herein.
- 3) This scope of services does not include services to obtain or provide title commitment and/or title insurance services for the subject property. COASTAL recommends the Client, for their own protection, obtain a title commitment and/or insurance to protect against challenges to rightful

ownership of real property, challenges that may arise from circumstances of past ownerships (i.e., liens, easements, etc.). *If changes are required due to unknown encumbrances or easements, a Scope of Additional Services may be required, subject to Client approval.*

- 4) The application for Department of Environmental Protection "Notice of Intent to Use General Permit for Stormwater Discharge from Large and Small Construction Activities" (NPDES) shall be prepared and submitted by the Contractor and is not included herein.
- 5) This scope of services does not anticipate or include any wetland impacts or wetland mitigation.
- 6) Variance applications, Alternative Standards, and/or other regulatory imposed applications and/or submittals not specifically included herein are not considered in the lump sum cost under this contract and shall be negotiated on a case by case basis.
- 7) This scope of services does not include work required to modify the construction drawings, design documents, and/or specifications caused by client directed change orders and/or change directives to the contractor which are not due to oversights of Coastal.
- 8) This scope of services does not include work required to modify the construction drawings, design documents, and/or specifications for reasons made necessary by the actions of the contractor and/or major defects or deficiencies in the work of the contractor, or the failure of the contractor to perform under the contract for construction.
- 9) This scope of services does not include work required to coordinate Land Dedication and/or Easement Assignment requirements.
- 10) The following items are not included in the Scope of Services:
 - a) Phase 1 Analysis for Contaminants;
 - b) Archaeological Investigation Services;
 - c) Geotechnical Engineering Services;
 - d) Subsurface Utility Engineering Services;
 - e) Traffic Engineering Services;
 - f) Arborist Services;
 - g) Stormwater Modeling Services;
 - h) Processing of required Site Permits;
 - i) Preparation of Utility Plans.
 - j) Preparation of Roadway, Turn Lane, Access, etc. Plans
 - k) Preparation of Landscape and/or Irrigation Plans;
 - l) Preparation of Wetland Mitigation and/or Conservation plans;
 - m) Gopher Tortoise Permitting and/or Relocation Services;
 - n) Construction Testing Services.

Fees to be paid

BASIC SERVICES

.05 COMMERCIAL/ENGINEERING

- A) Concept Design(15%).....Lump Sum:.....\$ 3,850.00
B) Design Development.....(25%).....Lump Sum:.....\$ 6,300.00
C) Construction Documents.....(25%).....Lump Sum:.....\$ 6,300.00
D) Bidding and Negotiations(5%).....Lump Sum:.....\$ 1,200.00

.08 CONSTRUCTION PHASE SERVICES

- A) Construction Administration(25%).....Lump Sum:.....\$ 5,500.00
B) Project Close-Out.....(5%).....Lump Sum:.....\$ 1,950.00

Total Base Fee(100%).....\$25,100.00

.10 ADDITIONAL SERVICES

- A) Topographic SurveyLump Sum: \$ 9,200.00
B) SWFWMD Permit ModificationLump Sum: \$ 7,350.00
C) City of Brooksville Site Permit (If Needed.).....Lump Sum: \$ 7,850.00
D) Listed Species Survey and ReportLump Sum: \$ 4,750.00
E) Access/Staging Area Pavement ImprovementsLump Sum: \$ 6,200.00
F) Force Main & Lift Station:
 1) Force Main & Lift Station Design.....Lump Sum: \$ 3,650.00
 2) FDEP Sewer Permit.....Lump Sum: \$ 5,250.00
G) Reimbursables (Allowance)Not To Exceed: \$ 3,500.00

Total Additional Services\$47,850.00

Acceptance

COASTAL reserves the right to renegotiate the scope and fees provided herein should Client fail to execute this agreement within a period of thirty (30) days from the date of this Agreement.

If the above scope and fees meet with your approval, please indicate in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" with the accomplishment of this work.

Sincerely,
COASTAL DESIGN CONSULTANTS, INC.


Paul A. Manuel, PE
President

Agreed and accepted this _____ day of
_____, 2024.

HDR, Inc.

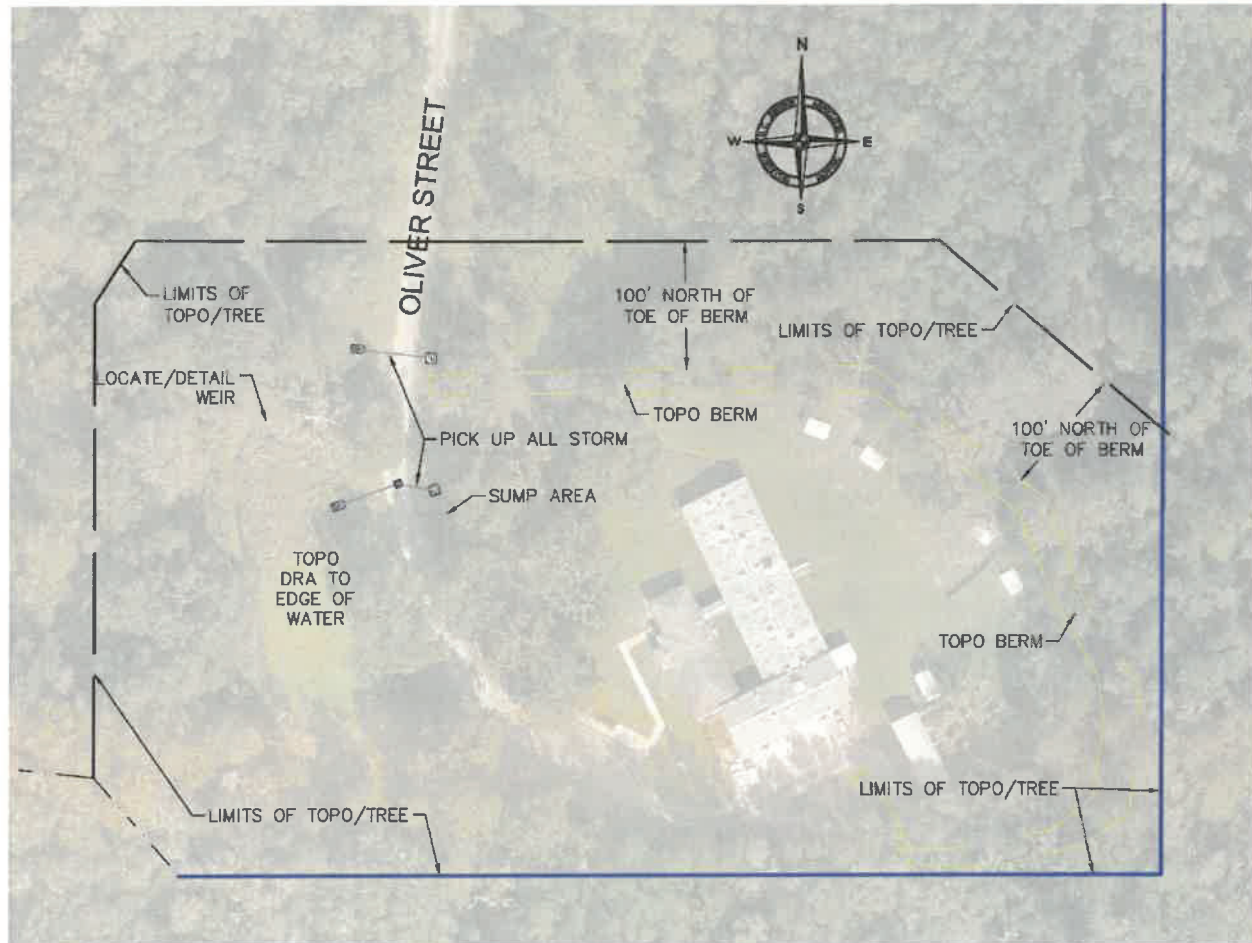
By: _____
Clients Name

Title: _____

Attachments

- 1 - General Conditions
2 - Hourly Rate Schedule
3 - Reimbursables

EXHIBIT A – SURVEY LIMITS



ATTACHMENT 1 GENERAL CONDITIONS

REIMBURSABLE EXPENSES: Reimbursable expenses of the Consultant will be reimbursed by the Client in accordance with Attachment 3 included herein.

ITEMS TO BE FURNISHED BY THE CLIENT: The Client shall provide:

1. Application/permit fees, impact fees, recording fees, title work (including adjacent property owners) and authorized legal services.
2. Previously prepared surveys, reports, or other information, which could have bearing on this scope of work.
3. Authorization allowing the Consultant to represent the project in applications, public hearings, and meetings.
4. Timely review and approval/comment to draft materials.

ADDITIONAL SERVICES & WORK: When authorized by the Client, in writing, all costs for this project which are not specifically covered herein, shall be considered extra and shall be billed in accordance with the Consultant's Hourly Rates (see Hourly rate schedule) and Direct Expenses and authorized as follows:

1. Verbal Authorization - In some specific circumstances, the Consultant may proceed with the completion of verbally authorized additional work while simultaneously notifying the Client in writing, specifically identifying the work under a job task number and requesting a written amendment to the scope of service and the fees.
2. Written Amendments - The Consultant shall notify the Client concerning additional work and request authorization to proceed in writing, specifically identifying the work under a job task number and requesting a written amendment to the scope of service and the fees.

SPECIAL CONDITIONS:

1. The Consultant cannot guarantee governmental approvals and/or time frames for those approvals. The Client is specifically advised that the Consultant does not include or guarantee any time frame or schedule for completion of the Scope of Services defined herein.
2. The Client is specifically advised that applicable governmental agency permits (WMD, FDEP, Corps, County, City, etc.) may require 120 days for review time after completion of permit application. No construction can start prior to construction permits being approved.
3. The Client is advised that Counties typically adopt Impact Fees for the following facilities: sewer, water, schools, parks, roads, library, public buildings, law enforcement, and fire protection. Payment of impact fees shall be the responsibility of the Client.

PAYMENT SCHEDULE: The Consultant shall invoice at regular intervals based on work performed as of the date of invoice. Payments will be due and payable upon receipt of the invoice. Payments will be considered past due thirty (30) days after receipt of invoice and will be charged at 1% per month (APR 12%) finance charge on the unpaid balance.

CADD AND ELECTRONIC FILES RELEASE: The Client and the Consultant agree that electronic files furnished by the Consultant to the Client shall not be modified or used for any purpose other than reviewing and/or printing project deliverables unless otherwise authorized by the Consultant in writing.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed or sealed hard-copy construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any transfer or reuse of the electronic files without the prior written consent of the Consultant. In no event shall the Consultant be liable for any loss of profit or any consequential damages as a result of the Client's use or reuse of the electronic files.

OWNERSHIP AND USE OF DOCUMENTS: The client acknowledges the Consultant's construction documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. The final deliverable Documents, as identified within the contract scope of work, as intended, as they were prepared, including the Consultant final drawings, reports and specifications, shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. The Client shall not reuse the Documents and/or make, or permit to be

made any modifications to Documents without prior written authorization from the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities, costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the construction documents from or through the Client without the written authorization of the Consultant. In no event shall the Consultant be liable for any loss of profit or any consequential damages as a result of the Client's unauthorized reuse or modification of the construction documents.

ESTIMATES: Since the Consultant has no control over fluctuations in cost due to changes in market conditions and/or variances in competitive bidding, any construction estimate provided shall be made on the basis of the estimator's experience and qualifications, therefore, the Consultant does not guarantee the accuracy of such estimates as compared to the Contractor's bid.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant, its officers, owners, directors, shareholders, employees, and subconsultants (collectively COASTAL) for any and all claims, losses, costs, or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, resulting from or in any way related to the project or the agreement, so that the total aggregate liability of the Consultant, its officers, owners, directors, shareholders, employees, and subconsultants shall not exceed \$50,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN ACCORDANCE WITH §558.0035, FLORIDA STATUTES, NO INDIVIDUAL EMPLOYEE OR AGENT OF DESIGN PROFESSIONAL ENTITY (COASTAL DESIGN CONSULTANTS, INC.) SHALL BE INDIVIDUALLY LIABLE FOR DAMAGES FOR NEGLIGENCE.

SUSPENSION OF SERVICES: If the Project or the Consultant's services are suspended by the Client for more than sixty (60) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon seven (7) calendar days' written notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days' of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for convenience upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice. Examples of cause are as follows:

- Substantial failure by either party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Failure by the Client to make payment to the Consultant for services rendered in accordance with the payment terms of this Agreement.
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature

of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. The Client additionally agrees to require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

ENTIRE AGREEMENT: This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant. In the event the Client issues a Purchase Order or Memorandum or other Instrument relating to the professional services described herein, it is hereby specifically agreed and understood that such Purchase Order, Memorandum or Instrument is for the Client's internal control purposes only and any and all terms and conditions contained therein, whether printed or written, shall not be considered to be part of this Agreement.

SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity shall not affect the validity of the remaining provisions, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provisions.

GOVERNING LAW: This Agreement shall be governed by and interpreted according to the laws of the State of Florida and is deemed to have been entered into in Pasco County, Florida.

DISPUTE RESOLUTION: Notwithstanding anything to the contrary contained in this Agreement, in the event a dispute shall arise between the Client and the Consultant arising out of or relating to the Agreement, the Client and the Consultant agree to participate in one mandatory non-binding mediation session prior to filing a lawsuit. The Client and the Consultant agree to split the cost of the mediation. The mediation shall be administered by a mutually acceptable mediator. If a resolution of the dispute cannot be reached in mediation, the Client and the Consultant are free to pursue other methods of resolving the dispute.

VENUE AND JURISDICTION: Any action brought under this Agreement or with respect to any claim arising from the subject matter thereof shall be brought and heard in a state court of competent jurisdiction in Pasco County, Florida.

FORCE MAJEURE: In no event shall either the Client or the Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire; flood or natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection riot; or war.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant, as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

In the event Client and/ or Client's lender request that Consultant consent to an assignment of this Agreement to Client's lender, Client acknowledges and agrees that Client will be responsible for paying for all fees, costs and expenses, including attorneys' fees, associated with the review of all documents relating to the proposed assignment, by Consultant and its attorneys.

**ATTACHMENT 2
HOURLY RATE SCHEDULE**

ENGINEERING

Expert Testimony*	\$275.00
(Preparing and providing testimony or support in court, public hearings, and/or governing boards.)	
Principal Engineer*	\$250.00
Senior Project Engineer*/Manager.....	\$200.00
Project Engineer*/Manager	\$175.00
Project Engineer*	\$150.00

CIVIL/DESIGN/DRAFTING

Civil Engineering Technician (Senior Level)	\$150.00
Civil Engineering Technician (Mid Level)	\$125.00
Civil Engineering Technician (Entry Level)	\$100.00
CADD Operator	\$ 75.00

CONSTRUCTION PHASE SERVICES

Senior Project Engineer*/Manager.....	\$200.00
Field Services Manager	\$ 185.00
Project Engineer*/Manager	\$ 175.00
Senior Field Technician.....	\$ 150.00
Field Technician	\$ 125.00

SUPPORT PERSONNEL

Project Administrator	\$125.00
Permitting Coordinator/Administrative Assistant	\$100.00
General Clerical.....	\$ 75.00

SUBCONSULTANT Direct Cost Plus 15%

*Professional Engineer Registered in the State of Florida

**ATTACHMENT 3
REIMBURSABLES**

REIMBURSABLES

Direct and Out-of-Pocket Expenses	Invoice +15%
Regulatory Permit/Filing Fees.....	Fee + 15%
Travel Expenses	\$0.58/mile
Postage	Actual Cost
Long distance telephone service.....	Actual Cost

PRINTING PRICE LIST

Note: Printing costs include reports, plans and reproducible for purposes other than in-house working drafts.

REPRODUCTIONS

Blk/Wht - 8 1/2" X 11", 8 1/2" X 14"	\$.15/EA.
Blk/Wht - 11" X 17"	\$.30/EA.
Color - 8 1/2" X 11", 8 1/2" X 14"	\$ 1.00/EA.
Color - 11" X 17"	\$ 2.00/EA.
Transparencies	\$ 1.00/EA.

BLUELINE/BLACKLINE PRINTS

LESS THAN 24" X 36"	\$ 1.25/EA.
24" X 36"	\$ 2.00/EA.
30" X 42"	\$ 3.00/EA.
36" X 48"	\$ 4.00/EA.

COLOR MAPPING & AERIAL PRINTING

24" X 36"	\$36.00/EA.
30" X 42"	\$54.00/EA.
36" X 48"	\$72.00/EA.

MYLAR OR LINEN

LESS THAN 24" X 36"	\$10.00/EA.
24" X 36"	\$15.00/EA.
30" X 42"	\$19.00/EA.
36" X 48"	\$23.00/EA.

FOAM BOARD MOUNTING

24" X 36"	\$36.00/EA.
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ELECTRONIC MEDIA

CD	\$ 5.00/EA.
DVD	\$15.00/EA.
Flash Drive	\$15.00/EA.

Note: Rates are Subject to Change without Notice.

Exhibit B

CONTRACT No. 18-R00045/PH - CONTINUING ENGINEERING SERVICES
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL
 Doc. ID: 14999 BOCC Approved 11/5/18

PROJECT NAME: Animal Services Renovations and Expansion Projects TASK ORDER No. 62


PROJECT ACTIVITY		Principal Engineer/Architect Man Hrs Cost		Chief Engineer/Architect Man Hrs Cost		Project Engineer/Architect Man Hrs Cost		Engineer/Architect Intern Man Hrs Cost		Quality Assurance/Quality Control Man Hrs Cost		Secretary/Clerical/CA Admin Man Hrs Cost		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
Task 1	Design Permitting and CCA															
	HDR Engineering, Inc (Structural Eng)	40	\$10,516.40	40	\$9,402.00	120	\$17,667.60	96	\$10,096.32	14	\$3,239.04	23	\$1,814.24	\$52,735.6	333	\$158.37
	HDR Architecture, Inc													\$158,076.4		
	OCI													\$33,750		
	Coastal Design Consultants													\$47,850		
	Geotechnical Investigations (allowance)													\$7,500		
	Animal Arts (Concept and QC)													\$15,500		

SUB-TOTAL HOURLY COSTS \$ \$315,412.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 6500

Miscellaneous Expenses (Subconsultant) \$ _____

NOT TO EXCEED TOTAL LUMP SUM COST \$ \$321,912.00

Firm Name: <u>HDR Engineering, Inc.</u> Signature: <u></u> <u>Melanie Fowler, PE, VP</u> <small>(Printed Name and Title)</small> Date: <u>03.21.2024</u>	HERNANDO COUNTY <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; margin-bottom: 5px;">Department Name</td> <td style="width: 50%; border-bottom: 1px solid black; margin-bottom: 5px;">Authorized Signature</td> </tr> <tr> <td style="border-bottom: 1px solid black; margin-bottom: 5px;">(Date)</td> <td style="border-bottom: 1px solid black; margin-bottom: 5px;">(Printed Name and Title)</td> </tr> </table> <div style="border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; height: 40px; margin: 10px auto; width: 60%;"></div> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; margin-bottom: 5px;">Patty Hall Purchasing Coordinator</td> <td style="width: 50%; border-bottom: 1px solid black; margin-bottom: 5px;"></td> </tr> <tr> <td style="border-bottom: 1px solid black; margin-bottom: 5px;">(Date)</td> <td style="border-bottom: 1px solid black; margin-bottom: 5px;"></td> </tr> </table>	Department Name	Authorized Signature	(Date)	(Printed Name and Title)	Patty Hall Purchasing Coordinator		(Date)	
Department Name	Authorized Signature								
(Date)	(Printed Name and Title)								
Patty Hall Purchasing Coordinator									
(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 ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.