

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

THIS Agreement made and entered into this 23rd day of August, 2022 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: Heidi Kuyper, P.C. Date: 8/23/22
 Douglas A. Chorvat, Jr., Clerk of Circuit Court

[Signature] Date: 8/23/2022
 Steve Champion, Chairman

COASTAL ENGINEERING ASSOCIATES, INC.

Witness Lindsay A. Morgan

By [Signature] Date: 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.

**Contract 21-RG0046/PH
Hernando County Septic to Sewer Program
EXHIBIT "B" FEE SCHEDULE**

TASK	PROJECT ACTIVITY	Costs		Direct		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs		Costs					
		Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act	Est	Act				
1	Project Management	228	\$ 195,000	60	\$ 60,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000	24	\$ 197,000		
2	Site Collection & Field Review																																								
2.1	Preliminary/Stormwater Design	4	\$ 165,000	1	\$ 60,000		\$ 107,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000	1	\$ 60,000		
2.2	Design Survey	12	\$ 135,000	12	\$ 60,000		\$ 197,000	12	\$ 60,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000	12	\$ 197,000
2.3	Stormwater Engineering Consultation	18	\$ 195,000	18	\$ 60,000		\$ 197,000	18	\$ 60,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000	18	\$ 197,000		
2.4	Submittal List Exhibit Reviews	60	\$ 195,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000	1	\$ 60,000	60	\$ 197,000		
3	Design, Construction Oversight, Permitting & BID Docs																																								
3.1	10% Preliminary/Stormwater Review Legend & Review	48	\$ 165,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000		
3.2	10% Design Documents	48	\$ 165,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000		
	Update Model and LI Exhibit (Ongoing)																																								
	Model Study (Defining preliminary plan for further review)	2	\$ 165,000	2	\$ 60,000		\$ 197,000	2	\$ 60,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000	2	\$ 197,000				
3.3	10% Design Documents	48	\$ 165,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000	1	\$ 60,000	48	\$ 197,000		
3.4	Individual Lot Exhibits	48	\$ 165,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000	18	\$ 60,000	48	\$ 197,000		
	Individual Lot Exhibits																																								
	Hernando County Right-of-Way Map Permit	60	\$ 165,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000		
	10% Storm Permit	4	\$ 165,000	4	\$ 60,000		\$ 197,000	4	\$ 60,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000		
	100% Utility Permit	4	\$ 165,000	4	\$ 60,000		\$ 197,000	4	\$ 60,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000	4	\$ 197,000				
3.5	10% Design Documents	60	\$ 165,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000	12	\$ 60,000	60	\$ 197,000		
3.6	10% Design Documents	120	\$ 165,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000	120	\$ 197,000	12	\$ 60,000				
4	Property Assessment Appeals/Appeals																																								
	Statement Consultation with County & Property Owners	48	\$ 165,000	24	\$ 60,000		\$ 197,000	24	\$ 60,000	48	\$ 197,000	24	\$ 60,000	48	\$ 197,000	24	\$ 60,000	48	\$ 197,000	24	\$ 60,000	48	\$ 197,000	24	\$ 60,000	48	\$ 197,000	24	\$ 60,000	48	\$ 197,000	24	\$ 60,000	48	\$ 197,000	24	\$ 60,000				
	Preparing Legal Sketch & Descriptions	20	\$ 165,000	1	\$ 60,000		\$ 197,000	1	\$ 60,000	20	\$ 197,000	1	\$ 60,000	20	\$ 197,000	1	\$ 60,000	20	\$ 197,000	1	\$ 60,000	20	\$ 197,000	1	\$ 60,000	20	\$ 197,000	1	\$ 60,000	20	\$ 197,000	1	\$ 60,000	20	\$ 197,000	1	\$ 60,000				
5	Public Outreach																																								
	Attend 2 Public Meetings	16	\$ 165,000	16	\$ 60,000		\$ 197,000	16	\$ 60,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000	16	\$ 197,000				
	Prepare Presentation	30	\$ 165,000	4	\$ 60,000		\$ 197,000	4	\$ 60,000	30	\$ 197,000	4	\$ 60,000	30	\$ 197,000	4	\$ 60,000	30	\$ 197,000	4	\$ 60,000	30	\$ 197,000	4	\$ 60,000	30	\$ 197,000	4	\$ 60,000	30	\$ 197,000	4	\$ 60,000	30	\$ 197,000	4	\$ 60,000				
	Prepare Public Hearings	12	\$ 165,000	2	\$ 60,000		\$ 197,000	2	\$ 60,000	12	\$ 197,000	2	\$ 60,000	12	\$ 197,000	2	\$ 60,000	12	\$ 197,000	2	\$ 60,000	12	\$ 197,000	2	\$ 60,000	12	\$ 197,000	2	\$ 60,000	12	\$ 197,000	2	\$ 60,000	12	\$ 197,000	2	\$ 60,000				
	Prepare Copies of Public Hearings	12	\$ 165,000	1	\$ 60,000		\$ 197,000	1	\$ 60,000	12	\$ 197,000	1	\$ 60,000	12	\$ 197,000	1	\$ 60,000	12	\$ 197,000	1	\$ 60,000	12	\$ 197,000	1	\$ 60,000	12	\$ 197,000	1	\$ 60,000	12	\$ 197,000	1	\$ 60,000	12	\$ 197,000	1	\$ 60,000				
7	Meeting Assistance	16	\$ 165,000	4	\$ 60,000		\$ 197,000	4	\$ 60,000	16	\$ 197,000	4	\$ 60,000	16	\$ 197,000	4	\$ 60,000	16	\$ 197,000	4	\$ 60,000	16	\$ 197,000	4	\$ 60,000	16	\$ 197,000	4	\$ 60,000	16	\$ 197,000	4	\$ 60,000	16	\$ 197,000	4	\$ 60,000				

SUB-TOTAL HOURLY COSTS: \$ 1,729,428.00
 Out of Pocket Expenses (noted above) - see to account: \$ 2,000.00
 Subcontractor (BID Fee): \$ 25,000.00
 Subcontractor (Contingency - Travel): \$ 6,000.00
 TOTAL: \$ 1,762,428.00

Plan Room: Coastal Engineering Associates, Inc.
 Signature: *[Signature]*
 Date: May 25, 2022

Signature: *[Signature]*
 Date: 6/29/22

Signature: *[Signature]*
 Date: 8/24/22

1	Design Management	228	\$ 195,000
2	Site Collection & Field Review		
2.1	Preliminary/Stormwater Design	4	\$ 165,000
2.2	Design Survey	12	\$ 135,000
2.3	Stormwater Engineering Consultation	18	\$ 195,000
2.4	Submittal List Exhibit Reviews	60	\$ 195,000
3	Design, Construction Oversight, Permitting & BID Docs		
3.1	10% Preliminary/Stormwater Review Legend & Review	48	\$ 165,000
3.2	10% Design Documents	48	\$ 165,000
	Update Model and LI Exhibit (Ongoing)		
	Model Study (Defining preliminary plan for further review)	2	\$ 165,000
3.3	10% Design Documents	48	\$ 165,000
3.4	Individual Lot Exhibits	48	\$ 165,000
	Individual Lot Exhibits		
	Hernando County Right-of-Way Map Permit	60	\$ 165,000
	10% Storm Permit	4	\$ 165,000
	100% Utility Permit	4	\$ 165,000
3.5	10% Design Documents	60	\$ 165,000
3.6	10% Design Documents	120	\$ 165,000
4	Property Assessment Appeals/Appeals		
	Statement Consultation with County & Property Owners	48	\$ 165,0

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

TASK	PROJECT ACTIVITY	Coastal		Coastal		GSG, Inc.		GSG, Inc.		GSG, Inc.		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hly Rate
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost									
1	Project Management System	80	\$ 185.00	48	\$ 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	\$158.96
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	650	\$ 125.00							\$ 82,500.00	660	\$125.00
6	FDEP Grant Management Assist. & Coord.	10	\$ 185.00		\$ 60.00	64	\$ 170.00	60	\$ 160.00	20	\$ 125.00							\$ 24,830.00	154	\$161.23

SUB-TOTAL HOURLY COSTS \$ 3297,040.00

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

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

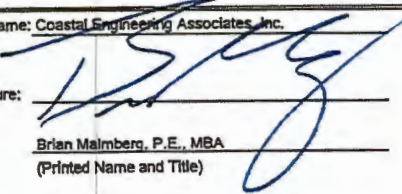
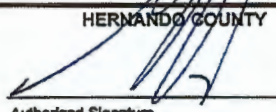
Firm Name: <u>Coastal Engineering Associates, Inc.</u> Signature:  <u>Brian Malmberg, P.E., MBA</u> (Printed Name and Title) Date: <u>May 12, 2022</u>	HERNANDO COUNTY  Authorized Signature <u>GORDON UNDERDANK</u> (Printed Name and Title)	for <u>Patty Hall</u> Chief Procurement Officer <u>8/24/22</u> (Date)
Department Name <u>HCMS</u> <u>6/29/22</u> (Date)		

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.

Coastal Engineering Associates, Inc.
Name of Firm

Authorized Signature

President
Title

07-29-2022
Date

EXHIBIT "D"



Figure 15. District A

Septic to Sewer Conversion Study