

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONTRACT NO. 22-R00004/PH**

THIS Agreement made and entered into this _____ day of _____, 20____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and American Consulting Engineers of Florida, LLC, 2818 Cypress Ridge Blvd., Suite 200, Wesley Chapel, FL 33544, duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

W I T N E S S E T H:

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

Engineering Services for the Anderson Snow Road and Corporate Boulevard Improvements.

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 three hundred sixty-five (365) days 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 IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

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.

Attachments:

Exhibit "A" Scope of Services

Exhibit "B" Compensation and Method of Payment

Exhibit "C" Certificate of Insurance (To be Provided at Contract Award)

Exhibit "D" Notice to Proceed (To be Provided at Contract Award)

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

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

_____ Date: _____
Steve Champion, Chairman

(FIRM/COMPANY NAME)

E. Gayle Grady, PE
Digitally signed by E. Gayle Grady,
PE
DN: C=US, E=ggrady@acp-fl.com,
O="American Consulting
Professionals, LLC",
OU=Management Committee,
CN="E. Gayle Grady, PE"
Date: 2022.07.05 11:17:16-04'00'

Witness _____

Jeffrey S. Novotny
Digitally signed by Jeffrey S.
Novotny
Date: 2022.07.05 10:33:25
-04'00'

By _____
Printed Name and Title of Professional
Jeffrey S. Novotny, PE/AICP - Principal/Managing Member
American Consulting Engineers of FL, LLC

EXHIBIT "A"**1. SCOPE OF SERVICES:**

- 1.1 DESIGN PHASE SERVICES:** The Consultant shall provide design services including roadway, structural, signing and pavement marking, signalization, lighting, survey, subsurface utility engineering (SUE), utility coordination, and geotechnical to complete the design. The project will be accomplished in phases consisting of 60%, 90%, and 100% (Final) submittals for review.

The Consultant shall furnish professional engineering services for the final design and preparation of construction plans and specifications for the subject roadway section, drainage features, traffic signal and associated items. The Consultant's Scope of Services shall include:

- 1.1.1** Preparation of construction plans incorporating the new traffic signal and associated improvements/modifications as outlined in the previous Purpose and Overview.
- 1.1.2** Project Specifications.
- 1.1.3** Bid item quantities and construction cost estimate.

Hernando County will provide any available existing information to the Consultant for use in preparing the construction plans.

- 1.2 FINAL DESIGN SERVICES:** During the design phase, services are to be provided in accordance with the descriptions, which follow for the Final Construction Plans. The Consultant shall prepare roadway construction plans within the project limits.

- 1.2.1** Plan Preparation: The Consultant shall furnish complete and final construction plans for the project to include key sheet, typical sections, roadway plan sheets, maintenance of traffic notes and details, signalization plans, signing and pavement marking plan sheets, and any other necessary details. Construction plans are to be in 11" x 17" format. Plan sheets are to be in an acceptable scale, e.g., 1 inch = 40 feet.

- 1.2.2** Design Survey & Subsurface Utility Engineering (SUE): The Consultant shall furnish supplemental design survey data required to complete the project, to include but not limited to the following:

- 1.2.2.1** The County shall furnish the Consultant with copies of existing right-of-way maps within the vicinity of the projects if available.

- 1.2.2.2** The Consultant survey scope shall include the following:

- 1.2.2.2.1** Site specific topographic survey.

- 1.2.2.2.2** The survey will be performed to meet or exceed the minimum technical standards for land surveying in Florida per the Florida Administrative Code (FAC).

- 1.2.2.2.3** Locate/recover, where appropriate, property corners, block corners, PRMs, and PCPs within subdivisions to depict the Right-of-Way.

- 1.2.2.2.4** SUE Quality Level "B" Designation within the project limits.

- 1.2.2.2.5** SUE Quality Level "A" Test Holes at the intersection for four (4) signal poles.

- 1.2.2.2.6** Survey horizontal location for all the SUE Quality Level "B" Designation and the Sue Quality Level "A" Test Holes.

- 1.2.2.2.7** Deliverables include CADD files with signed/sealed copies of the Topographic Survey and SUE Test Hole Report in AutoCAD format and in compliance with the latest Hernando County standards.

- 1.2.3 STRAIN POLE STRUCTURAL DESIGN:** The proposed traffic signal will require the structural design of four (4) strain poles in a box span configuration. Also provide alternate Mast Arm design/cost in fee. Structural engineering and plans preparation will be for four (4) Strain Poles and Span wires per the FDOT standards.

- 1.2.4 UTILITY COORDINATION:** The Consultant is responsible for coordinating its design work with the public and private utility agencies and companies having existing and/or planned facilities within the limits of the project. Prior to the 60% complete design phase, the Consultant shall notify, by way of letter sent certified mail or other digitally traceable means, all public and private utilities that may have utilities within the project limits. Notification shall include a description of the project and an outline of the design schedule. Two (2) sets of

complete design drawings are to accompany the letter, one (1) set to be returned to the Consultant with plot of existing utilities per the County's Utility Coordination Manual, the second set to assist the utility in initiating utilities relocation design. A digital submittal process utilizing PDF plan sheets will also be acceptable.

The Consultant shall provide the utility agencies and companies two (2) sets of plans at the 60% and 100% complete design phases. At each design phase, the utility agencies and companies will be instructed to return one (1) set of marked up plans to the Consultant showing their utility relocation, adjustment, and new facilities design, as well as existing utilities to remain per the County's Utility Coordination Manual. The Consultant shall coordinate with the County to hold a utility coordination meeting with required attendance by the utility providers in the event of a utility conflict. The Consultant shall provide the utility owners a minimum of two (2)-week notices for the coordination meetings.

The Consultant utility coordination responsibilities shall continue throughout the design process to assist the County with resolving utility conflicts. Any utility design services for new facilities or the proposed relocation and adjustment of existing facilities will not be included in this scope of services nor will be the responsibility of the Consultant. The Consultant responsibilities are to show (display) utility agency markups on intersection and roadway plan design sheets.

1.2.5 PERMITTING: The Consultant shall identify and prepare permit applications, technical data and supporting documentation for the applicable permits to be submitted by the County. Prior to the completion of the 60% design phase, the Consultant shall contact all agencies requiring permits and discuss the process/requirements. The County shall provide the checks required for payment of permit filing fees and furnish the checks to the permitting agency at the time the signed permit applications are returned to the Consultant.

1.2.6 GEOTECHNICAL SERVICES: The Consultant is responsible for geotechnical services required to support the design of the projects. The following summarizes the geotechnical services to be provided:

1.2.6.1 Permitting/Stake Borings, Coordinate Utility Clearance. Coordinate with County staff for permitting work. Coordinate utility locations with applicable state and local municipalities and notify Sunshine State One Call to locate and mark existing utilities (requires two (2) full business days).

1.2.6.2 Engineering Analyses and Management. Based on the data collected, provide a letter report of findings including a Report of Core Borings Sheet. The Report of Core Borings Sheet will include a Soils Parameter Table, results of the laboratory testing, boring location plan and soil profile. Reports will be sent in electronic format and will be signed and sealed by a professional engineer.

1.2.7 SPECIFICATIONS: The County's Standard Technical Specifications shall be used for the project in certain instances, FDOT Standard Specifications for Road and Bridge Construction may need to be referenced.

1.2.8 BID QUANTITIES AND CONSTRUCTION COST ESTIMATE: The Consultant shall prepare bid quantities that include all bid items that comprise the project design. Bid items shall include reference to applicable and current FDOT Measurement and Payment Items. Bid proposal sheets to be included in the contract documents shall be prepared by the County based on the Consultant-provided quantities. Preliminary bid quantities shall be submitted with the 60% design review submittal. The quantities and associated cost shall be submitted in the Engineer's Construction Cost Estimate which shall be submitted with the 90% and 100% (final design) submittals. Construction costs are to be based on the most current cost data available to the Consultant that applies to the local construction market area.

1.2.9 DESIGN REQUIREMENTS AND PROVISIONS FOR WORK: Design Construction Standards: The Consultant shall prepare the design, plans and specifications in accordance

with current editions of the following:

- AASHTO Policy on Geometric Design (AASHTO Greenbook)
- FHWA Manual on Uniform Traffic Control Devices (MUTCD)
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Drainage Manual
- FDOT Standard Plans (FDOT Index)
- FDOT Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook)
- Hernando County Facilities Design Guidelines
- HCUD Specification Manual (Hernando County Utilities)

In case of conflicts between criteria stated in the aforementioned documents, the Consultant shall contact the County for direction. If it becomes necessary for the Consultant to deviate from the standard design criteria specified in the documents, the Consultant shall formally request authorization from the County by submitting a design variance request that describes the condition and states in writing the reasons for the deviations. The Request for Design Variance shall be signed and sealed by the Engineer of Record.

1.2.10 SUBMITTALS AND DESIGN REVIEWS: The Consultant shall prepare plans, specifications, special conditions, and other documents that are accurate, legible, and complete in detail. All Submittals shall be made to the County in electronic format for those items so described in this section.

- Plan design review submittals shall occur at the 60%, 90%, and 100% complete phases.
- The Consultant shall submit a draft of the specifications with the 90% design review submittal and at the 100% (final) design review submittals.
- Bid quantities and construction cost estimates shall be submitted at the 60% (quantities only), 90% and 100% submittal phases.
- The Consultant shall submit a PDF plan set for each of the following submittals: 60%, 90% and 100%.
- The final design submittal shall consist of three (3) signed and sealed (11 x 17) plan sets, PDF plan set and one (1) copy of digital signed and sealed design files in acceptable AUTOCAD format.
- The Consultant shall respond to the County's design review comments in writing and by making corresponding necessary revisions to the plans. Written responses and plan revisions are to be included with the next design review submittals.
- The Consultant shall respond to regulatory agency comments in the same manner.

1.2.11 FINAL DESIGN PROJECT SCHEDULE: The Consultant's services shall commence upon receipt of written Notice to Proceed issued by the County. The Consultant shall complete the final design of improvements in accordance with the agreed upon project schedule.

CONTRACT No.22-R00064PH - Engineering Services for Anderson Snow Rd. & Corporate Blvd. Improvements
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Anderson Snow Rd. & Corporate Blvd. Improvements

	Joel McGee	Richard Hunter	William Adams	Eric Leach/Dash	Eric Nelson / Linda Hess	Chris Salomon	Tom Daniels	David Green / David Pugh	Andrew Goldsmith	Craig Cooker / Rob Stockdale	Michelle Dewitt/Kristen Emerson	Sarah Curran	Valerie Vaughan	Rae	Man Heng	Aug	
PROJECT ACTIVITY	Principal	Chief Engineer	Senior Engineer	Project Manager	Project Engineer	Senior Environmental Specialist	Environmental Specialist	Chief Designer	Senior Designer	Engineering Intern	Graphic Designer	Student Intern	Administration	Activity	By	Rate	
PROJECT MANAGEMENT	Man Heng \$ 282.07	Man Heng \$ 365.74	Man Heng \$ 274.84	Man Heng \$ 177.23	Man Heng \$ 161.08	Man Heng \$ 209.24	Man Heng \$ 85.50	Man Heng \$ 137.72	Man Heng \$ 137.72	Man Heng \$ 110.48	Man Heng \$ 116.74	Man Heng \$ 67.75	Man Heng \$ 115.21	1,426.07	Activity	Rate	
ROADWAY ANALYSIS	0 \$ -	0 \$ -	0 \$ -	13 \$ 2,252.77	13 \$ 2,156.78	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	13 \$ 1,487.73	7,824.85	39	201.44	
ROADWAY PLANS	0 \$ -	0 \$ -	0 \$ -	17 \$ 2,945.93	17 \$ 2,755.02	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	17 \$ 881.82	0 \$ -	20,517.59	169	132.41
DRAINAGE ANALYSIS	0 \$ -	0 \$ -	0 \$ -	17 \$ 4,672.28	9 \$ 1,559.61	51 \$ 8,265.06	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	22,121.11	159	148.65
DRAINAGE PLANS	0 \$ -	0 \$ -	0 \$ -	5 \$ 866.45	10 \$ 1,620.60	0 \$ -	0 \$ -	0 \$ -	0 \$ -	49 \$ 8,268.28	35 \$ 4,241.80	0 \$ -	0 \$ -	0 \$ -	12,787.13	29	153.15
UTILITY COORDINATION	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	40 \$ 5,108.80	0 \$ -	0 \$ -	0 \$ -	0 \$ -	5,108.80	40	127.72
ENVIRONMENTAL PERMITTING	0 \$ -	0 \$ -	0 \$ -	8 \$ 1,395.32	8 \$ 1,296.48	44 \$ 9,206.56	87 \$ 8,308.50	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	20,197.86	147	137.40
STRUCTURES	0 \$ -	6 \$ 2,134.44	0 \$ -	2 \$ 346.36	12 \$ 1,844.72	0 \$ -	0 \$ -	4 \$ 751.72	0 \$ -	8 \$ 923.84	0 \$ -	8 \$ 482.06	0 \$ -	0 \$ -	6,963.38	45	154.88
SIGNING AND PAVEMENT ANALYSIS	0 \$ -	0 \$ -	0 \$ -	9 \$ 1,594.27	28 \$ 4,477.88	0 \$ -	0 \$ -	0 \$ -	0 \$ -	140 \$ 16,898.68	0 \$ -	0 \$ -	0 \$ -	0 \$ -	23,065.78	184	125.36
SIGNING AND PAVEMENT MARKING	0 \$ -	0 \$ -	0 \$ -	8 \$ 1,351.66	8 \$ 1,264.07	0 \$ -	0 \$ -	0 \$ -	0 \$ -	55 \$ 6,305.21	0 \$ -	8 \$ 450.53	0 \$ -	0 \$ -	9,371.47	75	128.15
SIGNALIZATION ANALYSIS						Subcontract - Cumbeys and Fair - See Attached Fee Summary									29,616.63	154	192.70
SIGNALIZATION PLANS						Subcontract - Cumbeys and Fair - See Attached Fee Summary									4,954.10	34	149.77
TRAFFIC ANALYSIS	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -			
TRAFFIC DATA COLLECTION - 2-HR AM & 2-HR PM TMC						Subcontract - Adema Traffic - See Attached Fee Summary									992.35	10	89.89
LIGHTING ANALYSIS						Subcontract - Curbishy and Fair - See Attached Fee Summary									14,743.25	96	153.67
LIGHTING PLANS						Subcontract - Cumbeys and Fair - See Attached Fee Summary									8,121.92	67	142.65
SURVEY (FIELD & OFFICE SUPPORT)						Subcontract - Curbishy and Fair - See Attached Fee Summary									17,070.50	150	114.47
INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS						Subcontract - Cumbeys and Fair - See Attached Fee Summary									9,019.20	58	152.87
INTELLIGENT TRANSPORTATION SYSTEMS PLANS						Subcontract - Cumbeys and Fair - See Attached Fee Summary									5,086.21	20	142.72
GEOTECHNICAL						Subcontract - Terra - See Attached Fee Summary									13,942.69	115	120.20
POST DESIGN SERVICES	\$ -	0 \$ -	0 \$ -	0 \$ -	\$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -	0 \$ -			

SUB-TOTAL HOURLY COSTS	\$	\$	\$	\$	\$	283,481.43
Out-of-Pocket Expenses (actual cost - not to exceed)	\$	\$	\$	\$	\$	
Miscellaneous Expenses (Subconsultants)	\$	\$	\$	\$	\$	75,674.87
NOT TO EXCEED TOTAL LUMP SUM COST	\$	\$	\$	\$	\$	358,556.10

Firm Name: <u>Anderson Snow Rd. & Corporate Blvd. Improvements, LLC</u>	HERNANDO COUNTY	
Signature: <u>[Signature]</u>	DPW Department Name: <u>DPW</u>	Steve Champion Chairman
Date: <u>6/2/22</u>	Scott Herring, P.E. DPW/County Engineer (Printed Name and Title)	(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

PROJECT NAME: Anderson Snow Rd. & Corporate Blvd. Improvements

[illegible]

SUB-TOTAL HOURLY COSTS \$ 13,943.69

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

Miscellaneous Expenses (Subconsultant) \$ 19,367.86 Geotechnical Field and Lab Testing

NOT TO EXCEED TOTAL LUMP SUM COST \$ 20,101.20

CONTRACT No.22-R00004/PH - Engineering Services for Anderson Snow Rd. & Corporate Blvd. Improvements
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Anderson Snow Rd. & Corporate Blvd. Improvements

[illegible]

SUB-TOTAL HOURLY COSTS \$ 82,998.89

Out-of-Pocket Expenses (actual cost - not to exceed)	\$
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Miscellaneous Expenses (Subconsultant)	\$ 59,717.07
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Survey Daily Crew Rate is based on an 8 hour day for SUR Survey Tech 3 (Senior), Survey Tech 2 (Junior), and SUF Survey (Field)	19	3-person crew days @ \$ 1,855.84 / day	\$ 36,060.96
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JE Daily Crew Rate is based on an 8 hour day for SUR SUE Tech 3 (Senior), SUR SUE Tech 2 (Junior), and SUR SUE (Field)	14	3-person crew days @ \$ 1,743.28 / day	\$ 23,828.58
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NOT TO EXCEED TOTAL LUMP SUM COST \$ 142,715.98

CONTRACT No.22-R00004/PH - Engineering Services for Anderson Snow Rd. & Corporate Blvd. Improvements
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Anderson Snow Rd. & Corporate Blvd. Improvements

[illegible]

SUB-TOTAL HOURLY COSTS \$ 890.26

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

Miscellaneous Expenses (Subconsultant) \$ _____

NOT TO EXCEED TOTAL LUMP SUM COST \$ 890.26