

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONTRACT NO. 20-RG0002/PH**

THIS Agreement made and entered into this 13th day of October, 2020 by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 20 N. Main St., Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and Cardno, Inc., 20215 Cortez 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 the Lake Townsen Boat Ramp Project

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 twenty-four (24) 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, 20 N. Main St., Room 460, Brooksville, FL 34601.

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 encouraged (but not 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

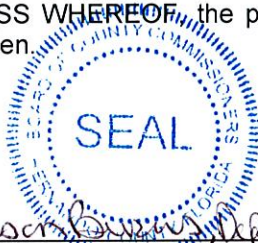
Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Florida Statute 112.061 (Current Edition).

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)

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: *Douglas A. Chorvat, Jr.* Date: 10-15-20
 Douglas A. Chorvat, Jr., Clerk of Circuit Court

[Signature] Date: 10-13-2020
 John Mitten, Chairman

Witness *Catherine L. Thornton*

CARDNO, INC.
 By *[Signature]* Vice President
 Printed Name and Title of Professional

SCOPE OF SERVICES:

PROJECT DESCRIPTION: Hernando County is seeking Requests for Qualifications from qualified engineering consultants to perform surveying, geotechnical analyses, engineering, design, permitting, and construction administration services for improvements to the existing boat ramp facility located in the Lake Townsen Park on the Withlacoochee River. The objective of this project is to make improvements to the existing gravel ramp that will enable year-round use and improve accessibility. The final goal will be to successfully construct a properly designed concrete boat ramp, sidewalk, dock, and floating mooring dock. Improvements will also be made to the existing access road and parking areas.

The design of the boat ramp and floating dock needs to incorporate the broad range of fluctuations in water levels of the Withlacoochee River to improve both wet season and dry season accessibility. The design consultant should evaluate the range of water levels utilizing stage records available from the SWFWMD and USGS and incorporate these elevations into the design. The design plans should include the option of installing a temporary cofferdam to create a dry work environment to construct the portion of the ramp located within the river basin. The use of a cofferdam is anticipated unless the river elevation drops below its median or normal range during the time period construction takes place.

BASIC SERVICES:**1. SURVEY:**

- 1.1 Review existing boundary and topographic surveys as provided by the County. Identify site modifications completed since the most recent surveys.
- 1.2 Complete topographic surveying services of the project area to NAVD88 with deliverables submitted as AutoCAD files, GIS shapefiles, and hard copy. The topographic survey will include the river bottom where the ramp will be constructed. Water elevations including the peak flood, and 75th, 50th and 25th percentiles, and POR low will also be shown. Copies of previous completed surveys will be provided along with AutoCAD files.
- 1.3 The topographic survey will include locating and verifying previous benchmarks or installing new benchmarks if necessary.
- 1.4 Provide as-built surveying services of the completed project in order to create record drawings.

2. GEOTECHNICAL:

- 2.1 Complete geotechnical analyses of the existing ramp and proposed extension of the ramp to the low water elevation to evaluate the existing sediment composition and to determine the extent of the earthwork needed to establish a structurally solid base foundation for the concrete ramp. The depth of muck and volume to be excavated will be determined. The location of geotechnical samples will also be referenced within the design plan details. The total number of samples will be determined by the consultant based on conditions observed during preliminary assessments completed in the field. A minimum of two (2) cores is anticipated.
- 2.2 Geotechnical analyses will include sediment sampling collected as vibracores or similar method to obtain a continuous, undisturbed core sample for full analyses of the sediment characteristics and composition of site horizons throughout the ramp area. Each horizon of the core will be characterized, and composites of the core sediments will be collected and logged to provide enough material for laboratory testing, if further analyses is needed.
- 2.3 Physical testing of the sediment samples will include standard parameters for all sample locations in accordance with both a sieve analysis (to the standard unit 200-sieve size) and hydrometer analysis (to determine the distribution of soil particles less than 0.75 microns) to be conducted to determine the grain size distribution of the dredge material. The sediment samples will also be tested for moisture and organic

content, and weight.

2.4 All data shall be submitted with the documents containing the following information, at a minimum:

- 2.4.1 Dates of analysis;
- 2.4.2 A statement describing the methods used in handling, storage and analysis of the samples;
- 2.4.3 A statement by the individual responsible for implementation of the analysis concerning the authenticity, precision, limits of detection and accuracy of the data;
- 2.4.4 Documentation that the laboratory performing the analyses has an approved quality assurance plan on file with DEP;
- 2.4.5 The MDL (method detection level) and PQL (practical quantitation limit) for each analytical method.

All data shall be reported in a table (or tables) which clearly list(s) the results of parameters measured at each location, and the information described above. In addition to the above, the County may find it necessary to review raw analytical data from the laboratory that performed the analyses.

3. PRELIMINARY DESIGN 30%: The development of the preliminary design will start with a review of County documents including past surveys and permits. Site meetings will also be held to examine the existing conditions and needs.

- 3.1 Attend on-site meetings as described herein or as requested by Hernando County.
- 3.2 Complete 30% engineered plans for a concrete boat ramp extension to the low water stage of the river with a minimum size of 15 ft x 60 ft.
- 3.3 Complete 30% engineered plans for improving gravel driveway leading to boat ramp.
- 3.4 Complete 30% engineered plans for a concrete sidewalk with a minimum size of 4 ft x 200 ft or as designed based on site conditions.
- 3.5 Complete 30% engineered plans for an 8 ft x 20 ft floating dock with access dock.
- 3.6 Complete 30% engineered plans of improved parking including horizontal stake-out.
- 3.7 Coordinate with the County and FFWCC on revisions and re-submittals.
- 3.8 Provide cost estimates for materials and construction.

4. PERMITTING AND PRE-APPLICATION MEETINGS

This task consists of scheduling and attending pre-application meetings, coordinating and drafting regulatory permit applications, and submitting them to the regulatory agencies that have jurisdiction over the project. The necessary regulatory permit/licenses included in this task are an Environmental Resource Permit (ERP) from either the FDEP or SWFWMD, necessary local authorizations, and a United States Army Corps of Engineers (Corps) permit. Based on previous meetings held between the County and FDEP, the construction of the concrete boat ramp is considered an exempt activity. Additionally, boat ramp construction is listed as a permissible activity through the Corps Nationwide permitting process. Parking improvements will be either constructed of 57 rock, millings, or geoblock and are also anticipated to be considered exempt activities due to the reduction of erosion anticipated from the improvements.

This task shall include a pre-application meeting with the agencies in order to introduce the 30% design plans, obtain agency feedback, and to verify that the construction of the boat ramp and associated floating dock are exempt activities. In the event the construction activities are not exempt, all necessary permits will be identified so that the permitting schedule can be adjusted and well-informed decisions can be made to keep the project moving forward. If needed, the preliminary design plans will be adjusted based on the feedback from the regulatory agencies.

- 4.1 Prepare pre-application meeting minutes and plan notes.
- 4.2 Coordinate plan revisions and permitting plan with the County.

5. 60% AND 90% DESIGN PLANS

Engineering drawings and specifications will be prepared. Engineering documents will be prepared for constructability, safety, and compliance with codes and regulations and will meet FDOT performance specifications and/or additional performance specifications provided by FFWCC.

Plan submittals will be made at the 30%, 60%, 90% and 100% design phase for the County and FFWCC review and approval. Plans will be developed at an appropriate scale and prepared on 11" x 17" sheets or larger if needed.

- 5.1 The plans will provide details for the applicable improvements identified above. Plans will include both aerial views and cross sections. Specifically, the following minimum elements are anticipated as part of the design details:
 - 5.1.1 Specific limits of the cofferdam and ramp pad (length, width, waterward boundary, depth of muck if applicable);
 - 5.1.2 Profiles of the existing riverbed and sediment to be graded and stabilized or excavated if muck deposits are found. Profiles to include depths of sediment;
 - 5.1.3 Details of turbidity barrier placement and erosion and sediment protection plans;
 - 5.1.4 Details of the ramp side slopes and ramp bottom widths, ramp slope, concrete thickness, and reinforcement;
 - 5.1.5 Details of end-of-ramp design to protect from toe exposure and undermining from power loading;
 - 5.1.6 Details of the sidewalk and construction specifications;
 - 5.1.7 Details of parking improvements;
 - 5.1.8 General notes and construction specifications;
 - 5.1.9 Erosion and Sediment Protection Plans and SWPP for parking improvements.
- 5.2 Complete 60% design plans and construction specifications for items listed in Task 3.2 – 3.6 above and coordinate review and coordinate modifications with both County and FFWCC. Revise cost estimates.
- 5.3 Complete 90% design plans and construction specifications for items listed in Task 3.2 – 3.6 above and coordinate any modifications resulting from permit submittals.
- 5.4 Obtain review by marine contractor of the 90% plans for constructability. Appropriate changes based upon this constructability review will be incorporated into the 100% plans. Finalize cost estimates.
- 5.5 Complete final design plans and construction specifications for items listed in Task 3.2 – 3.6 above and coordinate final review with County and FFWCC.

6. PERMIT SUBMITTALS AND APPROVALS

Based on findings of the pre-application meetings (Task 4), prepare and submit all required state, federal, and local permitting documents including plans, specifications, details, permit forms, and related reports, calculations, and backup material. Permit fees and submittal fees to be provided by Hernando County. Verification of exemptions is anticipated for these activities from state and federal agencies; however, the County will require a building permit. It is likely that a variance will be required since the riverine protection ordinance is applicable restricting the size of the terminal platform to 130 sq. ft. The permit application will be submitted with the 60% engineering plans as that is usually deemed sufficient for permitting purposes.

- 6.1 Complete all permit submittals and coordinate with the County, state and federal staff to discuss submittals and;
- 6.2 Complete RAI's if necessary and meet with permitting staff to discuss the project design if necessary.

6.3 Coordinate plan revisions with the County and FFWCC staff if needed.

7. BIDDING

Provide bidding assistance as required to successfully award the project construction.

- 7.1 Provide type of required Contractor and qualifications in Bid specifications.
- 7.2 Prepare Bid solicitation scope of work, construction specifications for proposed improvements in conjunction with design plans and Bid breakdown and pricing forms.
- 7.3 Aid with requests for information/clarification during Bid phase.
- 7.4 Review Bids and provide recommendations.
- 7.5 Review final Bid submittals and prepare Bid Tabulation Tables for Hernando County.
- 7.6 Assist the County in Bid Award and Notification.

8. CONSTRUCTION MANAGEMENT

Provide construction management services as follows:

- 8.1 Set up and attend on-site pre-construction meeting with successful Contractor in conjunction with County staff.
- 8.2 Provide submittal review and approval.
- 8.3 Review construction RFI's and coordinate with engineer or other consultants on issuance of RFI response.
- 8.4 Perform at least two (2) on-site inspections during construction.
- 8.5 Perform one (1) final on-site inspection and punch lists.
- 8.6 Review and approve progress pay requests.
- 8.7 Provide as-built drawings.

9. DELIVERABLES

Topographic and Site Boundary Surveys, Geotechnical Analyses, Permits, Design Plans as 30%, 60%, 90% and Final, Bid Specifications, Construction Management Services, and As-Builts. Other deliverables including permitting pre-application meeting notes and RAI responses if they are required.

10. PERFORMANCE SCHEDULE

Upon successful negotiation of this Scope of Services and associated Fee, the Consultant will immediately begin work in accordance with the tentative schedule provided below. A detailed project schedule will be developed and provided to the County prior to the kick-off meeting. The schedule below is based upon negotiations being completed by ~~June 1, 2020~~:

SEPTEMBER 22, 2020 (PS)

TASK	START DATE	COMPLETION
1. Project Kick-Off	06/10/2020	06/17/2020
2. Survey	07/06/2020	08/31/2020
3. Geotechnical Analyses	07/06/2020	09/15/2020
4. Preliminary Design 30%	09/15/2020	11/15/2020
5. Permitting – Pre-Application Meetings	10/15/2020	12/15/2020
6. 60%, 90%, Final Design Plans	12/15/2020	05/05/2021
7. Permits Submittals and Approvals	12/15/2020	05/05/2021
8. Bidding	06/01/2021	09/01/2021
9. Construction Management	01/01/2022	04/30/2022

Revised Contract Schedule

Negotiations Complete / BOCC Approval: 09/22/20

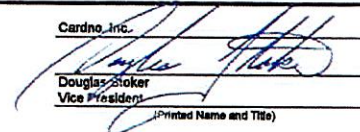

TASK	Start	Complete	Duration (Calendar Days)	Days to Start from Approval
1. Project Kick-off	10/01/20	10/08/20	7	9
2. Survey	10/27/20	12/22/20	56	35
3. Geotechnical Analyses	10/27/20	01/06/21	71	35
4. Preliminary Design 30 %	01/06/21	03/08/21	61	106
5. Permitting - Pre Application Meetings	02/05/21	04/07/21	61	136
6. 60%, 90%, Final Design Plans	04/07/21	08/26/21	141	197
7. Permits Submittals and Approvals	04/07/21	08/26/21	141	197
8. Bidding	09/22/21	12/23/21	92	365
9. Construction Management	04/24/22	08/21/22	119	579

CONTRACT No. 20-RG0002/PH - Engineering Services for Lake Townsen Park Boat Ramp Project
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

TASK NO	PROJECT ACTIVITY	Bryan Zienaga Chief Engineer 1 \$235		Anastasia Bergeron Chief Engineer 1 \$235		Tom Burke Project Manager 2 \$195		Chris C. Project Manager 2 \$195		Vasil Kostaka Engineer 1 \$120		Joann Rubio Designer \$115		Jason Lancaster Chief Scientist \$205		Ed Call Sr. Environmental Specialist \$125		Eric Prendergast Sr. Archaeologist \$125		Basic Activity	Man Hrs by	Avg Hrly	
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost				\$ AMOUNT
Task 1	Pre-Design Basic Services																						
Task 1.1	Kick-off Meeting / Site Visit		\$0	4	\$940	4	\$780	4	\$780		\$0		\$0		\$0		\$0				\$2,500.00	12	\$208.33
Task 1.2	Existing Conditions Inventory																						
Task 1.2.1	Survey																						
Task 1.2.2	Geotechnical Investigation																						
Task 1.2.3	Cultural Resource Assessment (Phase I Desktop)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$500	\$500.00		4	\$125.00
Task 1.3	Pre-Application Meetings (2 Mtgs)		\$0		\$0	6	\$1,170		\$0	4	\$480		\$0		\$0		\$0				\$1,650.00	10	\$165.00
Task 1.4	Design Development Plans	2	\$470	8	\$1,880	4	\$780	12	\$2,340	4	\$480	30	\$3,450		\$0		\$0				\$9,400.00	60	\$156.67
Task 2.0	Engineering Services																						
Task 2.1	Construction Documents																						
Task 2.1.1	60% Design (Submittal, OPCC, Review Mtg)	2	\$470	8	\$1,880	8	\$1,880	20	\$3,900	4	\$480	40	\$4,600		\$0		\$0				\$12,880.00	82	\$157.20
Task 2.1.2	95% / Final Design (Submittal, OPCC)	2	\$470	6	\$1,410	4	\$780	16	\$3,120	4	\$480	20	\$2,300		\$0		\$0				\$8,560.00	52	\$164.62
Task 2.1.3	Specifications	1	\$235	2	\$470	1	\$195	4	\$780		\$0	8	\$920		\$0		\$0				\$2,600.00	16	\$162.50
Task 3.0	Permitting																						
Task 3.1	Hernando County - Development Review Committee	2	\$470	2	\$470	6	\$1,170	8	\$1,560	4	\$480	8	\$920		\$0		\$0				\$5,070.00	30	\$169.00
Task 3.2	FDOS - Cultural Resource Assessment Phase I (Desktop)		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	4	\$500	\$500.00		4	\$125.00
Task 3.3	FDEP - Environmental Resource Permit		\$0		\$0	4	\$780	4	\$780	4	\$480		\$0		\$0		\$0				\$2,040.00	12	\$170.00
Task 3.4	NPDES		\$0		\$0		\$0		\$0		\$0	2	\$230		\$0	2	\$250				\$480.00	4	\$120.00
Task 4.0	Bid Phase Services																						
Task 4.1	Prebid Meeting / Site Visit	2	\$470	2	\$470	2	\$390		\$0		\$0		\$0		\$0		\$0				\$1,330.00	6	\$221.67
Task 4.2	Respond to Bidder Questions		\$0		\$0	1	\$195	1	\$195		\$0	1	\$115		\$0		\$0				\$505.00	3	\$168.33
Task 4.3	Verification of Low Bid		\$0		\$0	1	\$195	1	\$195		\$0		\$0		\$0		\$0				\$390.00	2	\$195.00
Contingency	Phase II Cultural Resource Assessment Field Study																						

Not Included

SUB-TOTAL HOURLY COSTS	\$	\$48,415.00
Out-of-Pocket Expenses (actual cost - not to exceed)	\$	\$500.00
Contingency	\$	\$0.00
Miscellaneous Expenses (Survey)	\$	\$3,600.00
Miscellaneous Expenses (Geotech Engineer)	\$	\$3,100.00
NOT TO EXCEED TOTAL LUMP SUM COST	\$	\$55,515.00

Firm Name: <u>Cardno, Inc.</u> Signature: <u></u> Douglas Stoker Vice President (Printed Name and Title) Date: _____	Public Works Dept Department Name <u></u> Authorized Signature J. Soot Hering, P.E. Public Works Director/County Engineer (Printed Name and Title) Date: <u>11/15/2020</u>	HERNANDO COUNTY James S. Wunderle Chief Procurement Officer Date: _____ James S. Wunderle Chief Procurement Officer Date: <u>10-13-2020</u>
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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.