

## CONTINUING ENGINEERING SERVICES

### CONTRACT NO. 24-RFQG00543/EK

This Contract made and entered into this 9<sup>th</sup> day of July, 2024, by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 15470 Flight Path Drive, Brooksville, FL 34604 hereinafter referred to as the "COUNTY" and McKim & Creed, Inc., located at 1365 Hamlet Ave, Clearwater, FL, 33756 hereinafter referred to as the "ENGINEER".

### PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional Engineering Services for Hernando County; to be issued as project assignments under individual Task Orders;"

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

WHEREAS the Engineering Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055 (Current Edition), Florida Statutes and Hernando County Policy, latest revision,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

### SECTION 1 - DEFINITIONS

#### 1.1 DEFINITIONS

"ENGINEER" shall be defined herein to include all principals of the firm of McKim & Creed, Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-Consultants retained by the ENGINEER to perform its obligations hereunder. Sub-Consultants shall be reviewed and approved by the COUNTY prior to Notice-to-Proceed with their prospective work assignments.

"Task Order" shall be defined as a project assignment issued by a document approved and authorized by the County that sets forth the scope of services (described in Exhibit A and attached hereto) to be performed by the Engineer at a fixed contract price in accordance with this agreement.

### SECTION 2 – GENERAL RESPONSIBILITIES OF THE ENGINEER

#### 2.1 ASSIGNMENT

This agreement is for Continuing Professional Engineering Services for projects located in Hernando County. It is understood that the Professional Service projects awarded under this agreement will be assigned on a rotating basis by the issuance of a Task Order, provided that; (1) there is no conflict of interest relating to the project assignment either by the Engineer or any principal of the Engineer; (2) the Engineer's schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer's cost proposal for completing the Task Order is within the budget available for the work. Should any of these exceptions occur, the next firm on the project rotation schedule would be assigned the project. It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

## **2.2 PERSONNEL APPROVAL**

The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this contract to ensure acceptable and timely completion of the Assignment.

Prior to the start of any work under this contract, the ENGINEER must submit to the COUNTY for approval, a detailed resume of key engineering personnel that will be involved in performing services described in the Assignment. At any time, the ENGINEER desires to change the key engineering personnel on an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project ENGINEER'S. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

## **2.3 OTHER CONSULTANTS**

Certain and agreed upon Sub-Consultant Services may constitute a specialized Task Order requiring the independent Sub-Consultant to work directly with the COUNTY.

The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering or other professional services, and the coordination between said consultants and the ENGINEER may be necessary from time to time for the successful completion of the Task Orders. The ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Work and Schedule contained in each authorized Task Order.

## **2.4 ENGINEER SEAL**

Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and any applicable regulatory agency.

The ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the ENGINEER under this contract. The ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

## **SECTION 3 – SCOPE OF SERVICES**

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, the duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

### **3.1 GENERAL**

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services and Schedule which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 3.3 herein.

### **3.2 SPECIAL ENGINEERING SERVICE**

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 3.3 and shall be undertaken only under terms of formal amendments to this Contract.

### **3.3 TASK ORDER PROCEDURE**

The County Administrator or his/her designee may authorize Task Orders for services under this Continuing Contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Task Orders to be provided shall be prepared on the form delineated as Exhibit B – Task Order Form, which is attached hereto and made a part hereof.

3.3.1 Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually.

3.3.3 The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

3.3.4 Task Order information and supporting documentation shall be forwarded to the COUNTY'S Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this Contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER'S Task shall be issued.

3.3.5 Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g) (Current Edition), for Continuing Contracts either initially or through subsequent amendment.

3.3.6. Professional fees under each specified Task Orders shall be based on a written proposal from the ENGINEER, as may be requested in writing by the COUNTY'S designated representative.

3.3.7 A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

### **SECTION 4– COUNTY'S RIGHTS AND REPONSIBILITIES**

4.1 The COUNTY shall perform the duties, described below, in a timely fashion at no cost to the ENGINEER:

4.2 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY'S files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.

4.3 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.

4.4 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Assignment.

4.5 Examine all reports, sketches, drawings, estimates, proposals, and other documents presented by the ENGINEER and render written decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

4.6 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

4.7 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.

4.8 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the Engineer.

4.9 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

## **SECTION 5 – COMPENSATION**

### **5.1 GENERAL**

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

5.1.1. Lump Sum Method

5.1.2. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

### **5.2 LUMP SUM METHOD**

5.2.1. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.

5.2.2. Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

### **5.3 HOURLY RATE PLUS DIRECT COST**

In its performance of services under a Task Order, compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus direct costs budgeted for reimbursable costs.

#### **5.3.1 DIRECT COSTS**

Direct costs are Sub-Consultant costs and other direct and unit costs. Direct Sub-Consultant



costs shall be defined as the actual compensation paid to Professional and technical Sub-Consultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

#### **5.3.2. HOURLY RATE SCHEDULE**

A schedule of approved hourly rates currently used by ENGINEER, including its Sub-Consultants by classifications of personnel likely to be employed to perform services under this Contract is contained in "Exhibit B Standard Task Order Form" which is attached hereto and made a part hereof. Any revisions to the range of the hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers not seasonally adjusted for the percent of change through the month of May of each calendar year. For example, the increase to go into effect on the renewal date of the contract will be the percent change of increase in the CPI-U series between May 2017 and May 2018. The percent change will be effective on the renewal date.

#### **5.3.3. OTHER DIRECT COSTS**

Other Direct Costs include the actual costs for the ENGINEER of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs.

#### **5.3.4. EQUIPMENT, MATERIALS AND SUPPLIES**

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder, not included in the ENGINEER'S standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of \$100.00 shall be the property of the COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

#### **5.3.5. REPRODUCTIONS**

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

#### **5.3.6. COMMUNICATIONS AND SHIPPING**

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

#### **5.3.7. TRAVEL AND SUBSISTANCE**

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061.

#### **5.3.8. MISCELLANEOUS**

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

### **5.3.9 COST LIMITATION**

(1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

(2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

(3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

### **5.3.10 TASK ORDER CONTRACT PRICE**

(1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 9.

(2) In the event any action or combination of actions taken pursuant to Section 8, "Changes in Scope", of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the ENGINEER of the COUNTY'S notification of changed work, unless the County shall grant a further period of time for such request resolution.

### **5.3.10 PROGRESS PAYMENTS TO THE ENGINEER**

(1) For a Task Order Performed under the Lump Sum Method of compensation, the ENGINEER will prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.

(2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER shall submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the

ENGINEER and shall be supported by the ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY'S Designated Representative.

#### **5.4 INVOICE PROCESSING**

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

#### **5.5 PAYMENT IN THE EVENT OF CONTRACT TERMINATION OR SUSPENSION**

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 9.

#### **5.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT**

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the COUNTY, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

### **SECTION 6**

#### **WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT**

##### **6.1 ASSIGNMENT ISSUED**

Engineer will submit the initial response to a request for a Scope and Schedule within fifteen (15) business days from the receipt of the scope and schedule. Engineer will prepare a computation of fees to be charged for the services based on the approved hourly rates. These documents will be submitted to the County for review and approval.

Failure to submit the documentation within the above time shall cause the request for Scope & Schedule to be withdrawn from that Engineer and the Task Order will be assigned to the next Engineer in the rotation.

##### **6.2 WORK COMMENCEMENT**

If approved by the County, the ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-to-Proceed from the COUNTY'S Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

6.2.1 The effective date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

### **6.3 IMPLEMENTATION SCHEDULE**

The ENGINEER and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Assignment.

It shall be the Engineer's responsibility to keep the schedule updated, request extensions when appropriate, and provide reasons for any extension(s). In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Task Order of the Assignment, the County may approve the extension and the ENGINEER may be entitled to an appropriate extension of the contract time for the specific Task Order. The County shall not be required to approve any time extension requests.

### **6.4 FAILURE TO PERFORM**

A performance evaluation may be performed by the County upon completion of the project.

Should the CONSULTANT fail to commence, provide, perform and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may not consider the CONSULTANT for the next Task Order in the rotation, consider such failure as justifiable cause to terminate this Agreement or may impact future assignments. As an alternative, the COUNTY at its option, may, upon written notice to the CONSULTANT, withhold any or all payments due and owing to the CONSULTANT, not to exceed the amount of the compensation for the work in dispute, until such time as the CONSULTANT resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any CHANGE ORDERS or SUPPLEMENTAL TASK AUTHORIZATIONS issued thereto.

### **6.5 EXPIRATION**

This Contract shall expire three (3) years after the date of execution of this Agreement. This Contract may be extended for two (2) additional one (1) year periods; not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

## **SECTION 7**

### **COUNTY'S "DESIGNATED" REPRESENTATIVE**

#### **7.1 GENERAL**

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designee shall have the following responsibilities:

7.1.1. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

7.1.2. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

7.1.3 Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or



otherwise becomes aware of, any defects or changes necessary in the project.

7.1.4. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

7.1.5 When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

## **7.2 DESIGNEE**

The County Administrator's designee under a contract resulting from RFQG00543/EK shall be the Chief Procurement Officer, Purchasing Coordinator or Contract Compliance Officer or designee.

## **SECTION 8 CHANGES IN SCOPE**

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the ENGINEER'S compensation for any Task Order pursuant to Section 5 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

## **SECTION 9 TERMINATION OF CONTRACT**

### **9.1 TERMINATION BY COUNTY FOR CAUSE**

The COUNTY may terminate this Contract for any one or more of the following reasons:

9.1.1. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform.

9.1.2. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.

9.1.3. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.

9.1.4. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an assignment for the benefit of creditors.

9.1.5. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.

9.1.6. In the event of any of the causes described in Section 8.1, the COUNTY'S Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

### **9.2 TERMINATION BY ENGINEER FOR CAUSE**

The ENGINEER may cancel this Contract for the following reasons:

9.2.1. The COUNTY fails to meet its obligations and responsibilities as contained in Section 4 – COUNTY'S Rights and Responsibilities.

9.2.2. The COUNTY fails to pay the ENGINEER in accordance with Section 5 – Compensation.

9.2.3. In the event of either of the causes described in Section 9.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default and may immediately terminate this Contract.

### **9.3 TERMINATION BY COUNTY WITHOUT CAUSE**

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause, provided that ten (10) days prior written notice is given to the ENGINEER of the COUNTY'S intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

### **9.4 PAYMENT IN THE EVENT OF TERMINATION**

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

### **9.5 ACTION FOLLOWING TERMINATION**

9.5.1. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

9.5.2. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

### **9.6 SUSPENSION**

9.6.1. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to

be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

9.6.2. If the aggregate time of the COUNTY'S suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

## **SECTION 10**

### **CLAIMS AND DISPUTES/REMEDIES**

#### **10.1 CLAIMS AND DISPUTES**

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

#### **10.2 REMEDIES**

Except as provided in Section 10.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this Contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

## **SECTION 11 INDEMNITY AND INSURANCE**

#### **11.1 GENERAL**

To the fullest extent permitted by Florida law, the Engineer covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any negligent

or intentional act, or omission by the Engineer during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Engineer nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from negligence of the County or any of its officers, agents, or employees.

## **11.2 INSURANCE**

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of Insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

The specific requirements of this contract have been detailed in RFQ No. **RFQG00543/EK**. The specific requirements of the RFQ must be met to be compliant with a Contract resulting from the solicitation process and may include the following:

### **11.2.1 Worker's Compensation**

The ENGINEER will provide Worker's Compensation for all employees at the site location, and in case any work is Sub-Contracted, will require the Sub-Contractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and \$500,000 for Employers' Liability.

### **11.2.2. Comprehensive General Liability**

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.

### **11.2.3. Comprehensive Automobile Liability**

The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.

### **11.2.4. Professional Liability Insurance**

Annual Professional Liability Insurance will be maintained with coverage in an amount of not less than \$1,000,000 that protects the ENGINEER to the statutory limits applicable to Professional Liability.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of service performed by the ENGINEER, or any person or Sub-Contractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

### **11.2.5. Certificates of Insurance**

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:



Hernando County Procurement Department

15470 Flight Path Drive  
Brooksville, FL 34604

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

**SECTION 12  
NEGOTIATION DATA**

12.1 The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

**SECTION 13  
OWNER OF DOCUMENTS**

13.1 It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY'S sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its Sub-Contractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

The ENGINEER shall not publish any information concerning this project without the prior written consent of the COUNTY.

**SECTION 14  
STANDARDS OF CONDUCT**

#### **14.1 ENGINEER EMPLOYEES**

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

#### **14.2 ENGINEER COMPLIANCE WITH LAWS**

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

#### **14.3 CONFLICT OF INTEREST**

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

#### **14.4 REMOVAL OF EMPLOYEE**

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY'S objections prior to the ENGINEER's removal of any employee or representative.

#### **14.5 PUBLICATION**

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

### **SECTION 15 ACCESS TO RECORDS/AUDIT**

#### **15.1 RECORDS MAINTENANCE**

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER's books, records, documents, time records and cost accounts and other evidence shall be at the COUNTY'S expense.

#### **15.2 ACCESS TO RECORDS**

The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under

constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Work

Exhibit B: Federal & State Terms and Conditions Applicable to This Solicitation

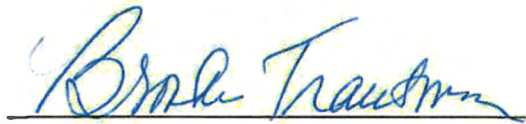
Exhibit C: Standard Hourly Rates and Task Fee Quotation Form

Exhibit D: Truth in Negotiation Form

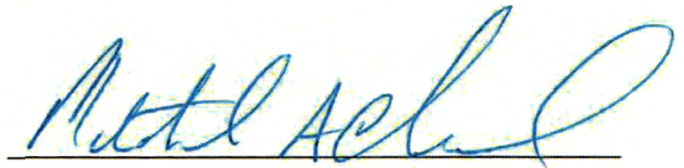
Exhibit E: Insurance Certificate

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.

ENGINEER: McKim & Creed, Inc



Witness




Name: Mitchel A. Chiavaroli, P.E.

Title: Assistant Vice President Engineering

COUNTY:

Hernando County Board of County Commissioners

*Hiedi Kuyper, Secretary*  
*for Doug A. Chorvat*  
Attest *Clerk of Circuit Court*



Elizabeth Narverud, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *Melissa Tartaglia*  
County Attorney's Office

Section 8 herein.

## **SECTION 16 CODES AND DESIGN STANDARDS**

16.1 All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

## **SECTION 17 ASSIGNABILITY**

17.1 The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

## **SECTION 18 CONTROLLING LAWS**

18.1 The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. The parties to this Agreement agree that venue shall lie only in the state courts located in Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world.

## **SECTION 19 FORCE MAJEURE**

19.1 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

## **SECTION 20 EXTENT OF CONTRACT**

20.1 This Contract, together with the RFQ No. **24-RFQG00543/EK** issued October 18, 2023, the proposal submitted November 20, 2023, and the Exhibits hereinafter identified and listed in this Section,



**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**FOR**  
**CONTINUING ENGINEERING SERVICES**  
**CONTRACT No. 23-RQG00313**

**SCOPE OF SERVICES:**

**GENERAL:** Hernando County is seeking statements of qualifications from Florida registered firms qualified to provide Engineering Services necessary to deliver new and renovated water and wastewater infrastructure. Professional consultant services may be required for design, permitting, studies and evaluations, and design criteria packages of water and wastewater processes, pipeline and pumping, and all necessary appurtenant assets. Projects may be grant funded.

Professional consulting services may be required for civil, environmental, structural, mechanical, geotechnical, HVAC, electrical, landscaping including but not limited to the following:

- Design and permitting of sewage and water treatment plants and related structures
- Design and permitting of modifications to water and sewage treatment plants
- Construction inspection services
- Design and permitting of sewage pumping stations and forcemains
- Design and permitting of water storage and pumping systems
- Design and permitting of potable water mains
- Design and permitting of reclaimed water land application systems
- Design and permitting of reclaimed water storage and pumping stations
- Design and permitting of utilities related assets such as buildings, pavement, sidewalks, lighting, and other site work
- Development of design criteria packages for Design-Build projects
- Environmental monitoring plans
- Scientific investigations, analyses, and technical studies
- Develop or upgrade hydraulic models for water or reclaimed water distribution systems
- Develop or upgrade hydraulic models for manifolded forcemain systems
- Develop documents necessary to publish bids for construction of water, wastewater, and reclaimed water projects
- Develop engineering plans
- Develop as-built drawings
- All other related services.

The scope of work and cost for each specific project will be negotiated with the Consultant as the need arises. Some of the services listed above may not be required, and the HCUD reserves the right to initiate additional procurement actions for any projects or services included in this request. Consultant contracts are non-exclusive, and the HCUD reserves the right, at its sole discretion, to enter into contracts with different firms for various projects.

**EXHIBIT "B"**  
**FEDERAL & STATE TERMS AND CONDITIONS APPLICABLE TO THIS SOLICITATION**  
**FOR**  
**CONTINUING ENGINEERING SERVICES**  
**CONTRACT No. 23-R00046/PH**

This Solicitation may become fully or partially Federally or State Grant funded. To the extent applicable, Proposer shall comply with the clauses as enumerated below. Proposer shall adhere to all grant conditions as set forth in the requirements of the grant award which will be made available to the Firm at time of the applicable Work Order.

**1. ACCESS TO RECORDS AND REPORTS 2 CFR § 200.333, 2 CFR § 200.336**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Hernando County, the U.S. Department of the Treasury and the Comptroller General of the United States, Florida Department of Transportation or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed. The Contractor must include this provision in all contracts and subcontracts.

**2. BREACH OF CONTRACT TERMS 2 CFR § 200 Appendix II(A)**

- A. Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.
- B. Hernando County will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Hernando County reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach, or Hernando County elects to terminate the contract. Hernando County's notice will identify a specific date by which the Contractor must correct the breach. Hernando County may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Hernando County's notice.
- C. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

**3. GENERAL CIVIL RIGHTS PROVISIONS 49 USC § 47123**

- A. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**4. CIVIL RIGHTS – TITLE VI ASSURANCE 49 USC § 47123**

- A. TITLE VI SOLICITATION NOTICE:
  - 1. Hernando County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964

(78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**B. TITLE VI SOLICITATION NOTICE:**

Hernando County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:
  - a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
  - d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Hernando County or the U.S. Department of the Treasury to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Hernando County or the U.S. Department of the Treasury, as appropriate, and will set forth what efforts it has made to obtain the information.
  - e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, Hernando County will impose such contract

sanctions as it or the U.S. Department of the Treasury may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Hernando County or the U.S. Department of the Treasury may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Hernando County to enter into any litigation to protect the interests of Hernando County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### C. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

1. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
  - b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
  - f. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - g. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing



entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- h. The U.S. Department of the Treasury's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- i. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- j. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- k. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**5. CLEAN AIR AND WATER POLLUTION CONTROL 2 CFR § 200, Appendix II(G)**

- A. Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to Hernando County immediately upon discovery. Hernando County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the U.S. Department of the Treasury.
- B. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS 2 CFR § 200, Appendix II(E)**

- A. Overtime Requirements.
  - 1. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, members of survey crews and exploratory drilling operations, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages.
  - 1. In the event of any violation of the clause set forth in paragraph (27.6.A.1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, members of survey crews and exploratory drilling operations, employed in violation of the clause set forth

in paragraph (27.6.A.1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (27.6.A.1) of this clause.

**C. Withholding for Unpaid Wages and Liquidated Damages.**

1. The U.S. Department of the Treasury or Hernando County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B. of this clause.

**D. Subcontractors.**

1. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A. through D. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A. through D. of this clause.

**7. DEBARMENT AND SUSPENSION 2 CFR part 180 (Subpart C), 2 CFR part 1200**

**Bidder or Offeror Certification**

**A. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

1. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any
  - a. Federal department or agency from participation in this transaction.
  - b. Lower Tier Contract Certification
2. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project.
  - a. The successful bidder will accomplish this by:
    - i. Checking the System for Award Management at website: <https://sam.gov/SAM/>.
    - ii. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
    - iii. Inserting a clause or condition in the covered transaction with the lower tier contract.
  - b. If the U.S. Department of the Treasury later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it

entered the covered transaction, the USDT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**8. DISADVANTAGED BUSINESS ENTERPRISE 49 CFR part 26**

**A. Race/Gender Neutral Means**

1. The requirements of 49 CFR part 26 apply to this contract. It is the policy of Hernando County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Hernando County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**9. DISTRACTED DRIVING Executive Order 13513**

- A. TEXTING WHEN DRIVING: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the U.S. Department of the Treasury encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.
- B. In support of this initiative, Hernando County encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**10. ENERGY CONSERVATION REQUIREMENTS 2 CFR § 200, Appendix II(H)**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

**11. DRUG FREE WORKPLACE REQUIREMENTS 49 CFR part 32, Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended)**

See Questionnaire

**12. EQUAL EMPLOYMENT OPPORTUNITY (EEO) 2 CFR 200, Appendix II(C), 41 CFR § 60-4.1, 41 CFR § 60-4.3, Executive Order 11246**

**A. EQUAL OPPORTUNITY CLAUSE**

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs a. through h. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase



order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**B. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)**

**1. As used in these specifications:**

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse

any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect

to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment

to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (27.12.B.1 through 27.13.15). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 27.12.B.1 through 27.12.15 of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from

Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 13 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program)

**13. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 29 USC § 201, et seq**

- A. All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.
- B. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**14. FOREIGN TRADE RESTRICTION 49 USC § 50104, 49 CFR part 30**

**TRADE RESTRICTION CERTIFICATION**

- A. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –
  1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);



2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
  3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- B. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.
- C. The Offeror/Contractor must provide immediate written notice to Hernando County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- D. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
  2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
  3. who incorporates in the public works project any product of a foreign country on such USTR list.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.
- G. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the U.S. Department of the Treasury may direct through Hernando County cancellation of the contract or subcontract for default at no cost to Hernando County or the USDT.

**15. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR part 200, Appendix II(J), 49 CFR part 20, Appendix A**

**CERTIFICATION REGARDING LOBBYING**

- A. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 29 CFR part 1910**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **17. PROHIBITION OF SEGREGATED FACILITIES 41 CFR § 60**

- A. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or

single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- C. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**18. SEISMIC SAFETY 49 CFR Part 41**

**A. SEISMIC SAFETY**

1. In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**19. TAX DELINQUENCY AND FELONY CONVICTIONS Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76),**

and similar provisions in subsequent appropriations acts. (See questionnaire for document)

**A. CERTIFICATION OF OFFER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

- B. The applicant must complete the form [Section 32.12.2 Felony Tax Certification Plan 2016](#). The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**C. Note**

1. If an applicant responds in the affirmative to either of the representations, the applicant is ineligible to receive an award unless Hernando County has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to Hernando County about its tax liability or conviction to Hernando County, who will then notify the USDT Treasury Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.
2. Term Definitions
  - a. Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18

3. Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **20. TERMINATION OF CONTRACT 2 CFR § 200 Appendix II(B)**

### **A. TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

1. Hernando County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by Hernando County, the Contractor must immediately discontinue all services affected.
2. Upon termination of the Agreement, the Consultant must deliver to Hernando County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **B. TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
2. The terminating party must provide the breaching party seven [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

### **C. Termination by Owner:**

1. Hernando County may terminate this Agreement in whole or in part, for the failure of the Consultant to:
  - a. Perform the services within the time specified in this contract or by Owner approved extension;
  - b. Make adequate progress so as to endanger satisfactory performance of the Project; or
  - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project
2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to Hernando County all data, surveys, models, drawings,



specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.
4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
5. If, after finalization of the termination action, Hernando County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if Hernando County issued the termination for the convenience of Hernando County.

**D. Termination by Consultant:**

1. The Consultant may terminate this Agreement in whole or in part, if Hernando County:
  - a. Defaults on its obligations under this Agreement;
  - b. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  - c. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.
2. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon Hernando County's breach of the contract.
3. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**21. VETERAN'S PREFERENCE 49 USC § 47112(c)**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



## **22. PROHIBITED INTERESTS**

- A. Hernando County shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of Hernando county, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
1. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
  2. Hernando County shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before Hernando County by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of Hernando County.
  3. The provisions of this subsection shall not be applicable to any agreement between Hernando County and its fiscal depositories, any agreement between Hernando County and an agency of state government.

## **23. INTEREST OF MEMBERS OF, OR DELEGATES TO, CONGRESS OR LEGISLATURE**

No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

## **24. MISCELLANEOUS PROVISIONS**

### **A. DEPARTMENT NOT OBLIGATED TO THIRD PARTIES**

1. The Department shall not be obligated or liable hereunder to any party other than Hernando County.

### **B. CONTRACTUAL INDEMNITY**

1. To the extent provided by Section 768.28, Florida Statutes, the Contractor shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Contractor, its agents, or employees, during the performance of the Agreement, except that neither the Contractor, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement. Nothing in this Agreement shall be construed as a waiver by the Contractor of any sovereign immunity protections that may be provided by Section 768.28, Florida Statutes.

### **C. RESTRICTIONS ON LOBBYING-STATE**

1. Contractors shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly

- a. offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion recommendation, vote, other exercise of discretion, or violation of a known legal duty, or
- b. offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (27.25.C.1.b), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of five years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State. (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**D. RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS**

- 1. During the performance of this Contract, Hernando County requires the following provisions to be included in each contract and subcontract entered into pursuant to this Contract.
  - a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  - b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or has further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with Hernando County.
- d. Neither Hernando County nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of Hernando County or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Hernando County, Hernando County, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Hernando County or the locality relating to such contract, subcontract or arrangement. Hernando County shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:
  - i. "No member, officer or employee of Hernando County or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
- e. The provisions of this paragraph shall not be applicable to any agreement between Hernando County and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**EXHIBIT "C"**  
**SCHEDULE OF RATES & TASK FEE QUOTATION PROPOSAL FORM**  
**FOR**  
**CONTINUING ENGINEERING SERVICES**  
**24-RFQG000543/EK**

The standard Hourly Labor Rates are subject to adjustment annually based of the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for **All Items/Wage earners & clerical workers**, for the percent of change through the month of May of each calendar year.

The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost include such items as overhead, profit and such statutory and customary fringe benefits such as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

<b>Position/Title</b>	<b>Billing Rate (\$/Hr)</b>
Regional Manager	\$298.30
Senior Project Manager	\$253.06
Project Manager	\$212.89
Senior Engineer/Engineer IV	\$233.77
Project Engineer/Engineer III	\$185.37
Staff Engineer/Engineer II	\$169.23
Engineer I	\$135.70
Engineer Intern	\$112.93
Senior Designer/Designer III	\$146.78
Designer II	\$128.43
Designer I	\$96.80
CADD Technician	\$97.27
Senior Technical Specialist	\$267.00
Field Technician	\$90.47
Lead Programmer	\$181.10
Utility Engineering Manager	\$289.12
Utility Engineering Project Mgr.	\$170.82
Utility Engineering Analyst	\$93.95
Utility Engineering Specialist	\$148.67
Utility Engineering Technician	\$80.66
Survey Regional Manager	\$255.28
Sr. Survey/Survey Project Mgr.	\$157.53
Survey CADD Technician	\$93.95
Project Surveyor	\$134.12

Project Accountant	\$135.70
Senior Project Administrator	\$108.82
Administrative Assistant	\$81.30
Sr. Construction Administrator	\$141.40
Construction Administrator	\$136.81
Senior Hydrogeologist	\$182.52
Hydrogeologist	\$135.39
Sr. Water Resource Engineer	\$297.66
Two-Person Utility Engineering Crew	\$189.80
Two-Person Survey Crew	\$199.29
Three-Person Survey Crew	\$256.22
LiDAR Tech	\$134.44

[illegible]

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 TO THE PROCUREMENT DEPARTMENT. FIELDS IN RED SHOULD BE COMPLETED BY THE DEPARTMENT PRIOR TO SUBMITTING TO PROCUREMENT.



**EXHIBIT "D"**  
**TRUTH IN NEGOTIATION CERTIFICATION**  
**FOR**  
**CONTINUING ENGINEERING SERVICES**  
**24-RFQG000543/EK**

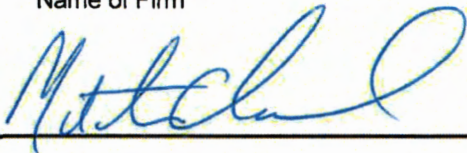
Per FS 287.055 (5) (a) (Current Edition): For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017 (Current Edition) Category Four.

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.

McKim & Creed, Inc

Name of Firm



Authorized Signature

Assistant VP Engineering

Title

6/24/24

Date