



**CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

**RFQ 2022-003**

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[ name of Firm ]

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This **Continuing Contract** (“**Agreement**”) is entered into this \_\_\_\_ day of April 2024, by the **Town of Howey-In-The-Hills, Florida**, a municipal corporation operating under the laws of the State of Florida (the “**Town**”), and Nadic Engineering Services, Inc., a company organized and operating under the laws of the State of Florida (the “**Firm**”).

**RECITALS**

1. The Town has the legal authority under its constitutional and statutory home-rule power and under the Consultants Competitive Negotiation Act, section 287.055 of Florida Statutes (the “**CCNA**”), to enter into contracts with Firms to provide professional services to the Town on a continuing basis, subject to the requirements and restrictions of the CCNA;
2. The Town issued its Request for Qualifications No. 2022-003 (the “**RFQ**”) soliciting proposals from professional Firms interested in providing one or more different types of professional services to the Town on a continuing basis, as allowed by the CCNA;
3. The Firm timely submitted its response to the RFQ. The Town evaluated all timely responses to the RFQ and now intends to retain Firm for its services under this Agreement, the RFQ, and Firm’s response to the RFQ,

***NOW THEREFORE***, the Town and Firm agree as follows:

**1. DESCRIPTION OF SERVICES**

1.1 This Agreement is a contract to provide the services described in **Attachment A** to the Town in to-be-defined quantities at to-be-defined times during the term of this Agreement. The Town will request services from the Firm under this Agreement only if the project involves construction estimated to cost no more than \$4,000,000 or the maximum amount allowed by Section 287.055 Florida Statutes (aka the “CCNA” statute) as modified from time to time.

1.2 For a project determined by the Town to be appropriate for this Agreement, the Town Manager will issue a task order to the Firm specifying the services to be performed, the specifications for the services, the fees to be paid and the expected costs to be reimbursed to the Firm, the required completion schedule for the services to be performed under the task, and such other requirements and limitations as the Town Manager may determine reasonably necessary for the task. Upon request by the Town the Firm will prepare and submit for the Town’s consideration a detailed proposal covering the scope, schedule and cost of the professional services and any other related costs, including a guaranteed maximum price, if specified, for the services. The proposal will itemize the hours and tasks to be performed for the services using the fees and negotiated hourly rates in **Attachment B** to calculate the proposed fee for the services. The Town will review and negotiate the proposal, schedule, guaranteed maximum price, and fee with the Firm. After mutual agreement on the proposal, schedule, and fee, a task order will be generated and the Town Manager or his designee will issue the Firm a written notice to proceed, authorizing the Firm to proceed with performing and completing the agreed-to services.

The Firm is not guaranteed a minimum amount of work under this Agreement. The Firm is aware that the Town has awarded more than one Firm a continuing contract for this type of professional services. The Town expects and intends to rotate the assignment of tasks to the Firm and the several other Firms under contract for this type of professional services in an equitable manner. The Town reserves the right, however, to issue task orders based on which firm or firms can meet Town’s work schedule and the availability of a firm’s expertise and experience in relation to each task.

1.3 Completion of each task will be reviewed by the Town to determine whether it conforms to the task specifications and is acceptable. All plans, drawings, documents, data compilations, studies, and reports prepared by the Firm in the performance of each task assignment shall be the property of the Town and shall be delivered to the Town before final payment is made to the Firm.

1.4 The Firm shall diligently and timely perform the services for the Town in accordance with the terms of the approved task order and substantially complete the work in the time set forth in the task order. The Firm shall coordinate its services with the services performed by the Town’s other consultants engaged by the Town for the various projects.

1.5 The Firm shall not accept any change of scope or specifications for a task order unless issued in writing as change order for the task and signed by the Town Manager or his designee.

1.6 The Firm will be compensated for its work under a task order under the schedule of

fees in **Attachment B** to this Agreement.

## **2. TOWN REPRESENTATIVE**

The Firm may act only under the authority and approval of the Town Manager or his or her designee. For each task order a Town representative will be appointed to oversee the work performed by the Firm, to assist the Firm with needed information, and to review and audit invoices and approve payment. The Firm must communicate with the Town and deliver its requests for change orders, reports, invoices and other matters only through the assigned Town representative.

## **3. FIRM'S KEY PERSONNEL**

The Town reserves the right to review and approve the staff to be assigned to a task by the Firm.

## **4. FEE SCHEDULE**

4.1 The Town shall pay the Firm for each task based on the rates shown on the Fee Schedule in Attachment B.

4.2 The Town shall pay the Firm in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

4.3 An Application and Certification for Payment must be submitted to Town in the form prescribed by the Town Manager, which shall include the following: a clear, detailed invoice reflecting the number of hours being billed, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Task-schedule updates must also be included in the monthly progress-payment requests. The Firm shall be entitled to suspend its services after providing the Town ten (10) days' notice to cure if its invoices are past due.

4.4 TRAVEL AND PER DIEM: Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes.

## **5. AGREEMENT TERM AND DELIVERY**

5.1 This Agreement expires on January 1, 2027, unless extended by the Town Manager in writing for a period not to exceed beyond January 1, 2029.

5.2 Within ten (10) days of the date the Town issues a task order, the Firm shall submit to the Town a schedule indicating the times for starting and completing the various stages of the work, including any milestones specified in the task order and as more fully described therein. The schedule shall be satisfactory in form and substance to the Town. Upon acceptance of the schedule by the Town, the schedule shall be deemed incorporated into the task order.

5.3 Time is of the essence. All time limits for milestones, if any, and completion and

readiness for final payment as stated in the task order, are of the essence of both the task order and this Agreement.

5.4 Failure of the Firm to perform any covenant or condition contained herein and in a task order within the time periods specified therein shall constitute a material breach of both the task order and this Agreement, entitling the Town to terminate either or both the Project Agreement and this Agreement, unless Firm applies for and receives an extension of time in accordance with the procedures set forth herein. However, if the Firm's failure to perform arises from causes beyond the control and without the fault or negligence of the Firm, this Agreement shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

## **6. RESERVED**

## **7. PATENT FEES AND ROYALTIES**

The Firm shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in a task order for use in the performance of the work and if, to the actual knowledge of the Town, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Town in the task order.

## **8. INDEMNIFICATION**

8.1 **For Professional Liability:** To the fullest extent permitted by law, the Firm shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the design professional in the performance of this Agreement.

8.2 not used.

8.3 **Correction of Errors and Omissions:** The Firm shall be responsible for the completeness and accuracy of the work prepared or compiled under the Firm's obligation for a task and shall correct the Firm's errors and omissions therein which may be disclosed at no additional cost. Correction of the Firm's errors and omissions disclosed and determined to exist during any construction of the project associated with a task based on the Firm's drawings and specifications shall be accomplished by the Firm. The cost of the design necessary to correct those errors and omissions attributable to the Firm and any damage incurred by Town as a result of additional construction costs caused by the Firm's errors and omissions shall be chargeable to the Firm and shall not be considered a cost of the work. The fact that the Town has reviewed or approved Firm work shall in no way relieve the Firm of its responsibilities.

8.4 The amount and type of insurance coverage required herein will in no way be construed as limiting the scope of the indemnity in this Section.

## **9. INSURANCE REQUIREMENTS**

**NOTE: These requirements may be modified should the specific task/work order reasonably require additional coverage**

### **9.1 General Requirements**

9.1.1 The Firm, at its own expense, shall purchase and maintain insurance of the types and amounts required below, with companies possessing a current A.M. Best, Inc. rating of B++6 or better and legally authorized to do business in the State of Florida, with policies and forms satisfactory to the Town.

9.1.2 Except for professional liability insurance policies, policies written on a “Claims made” basis are not acceptable without written permission from the Town Manager.

9.1.3 All insurance required herein shall be maintained in full force and effect until all work and services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted by the Town. Failure to do so constitutes a material breach of this Agreement and may result in termination of this Agreement.

9.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the Firm may be withheld until these requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such amounts from payments due the Firm.

9.1.5 All insurance policies, except Workers’ Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town and its officers and employees as Additional Insured’s.

9.1.6 The Firm’s insurance shall be primary insurance over any insurance available to the Town. As to any claims resulting from this Agreement, the parties intend that the insurance policies shall protect both parties and be primary coverage for all losses covered by the described insurance.

9.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its officers and employees for claims arising out of the Firm's acts, errors, mistakes, omissions, work or service.

9.1.8 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of, the Firm. The Firm shall be solely responsible for the deductible and/or self-insured retention. The amounts of self-insured retentions shall be noted on the Certificate of Insurance. Deductibles and/or self-insured retentions in excess of \$25,000 are not acceptable unless approved in writing by the Town Manager and provided the

Firm secure payment of such excess deductibles or self-insured retentions by a surety bond or an irrevocable, unconditional letter of credit.

9.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least 30 days prior written notice has been given to the Town.

9.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Firm with reasonable promptness in accordance with the Firm's information and belief.

9.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Firm until such time as the Firm shall furnish such additional security covering such claims as may be determined by the Town.

## **9.2 Proof of Insurance – Certificates of Insurance**

9.2.1 Prior to commencing work or services under this Agreement, the Firm shall furnish to the Town certificates of insurance, issued by Firm's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and shall obtain from the Town Manager approval of such certificates.

9.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town no later than five days prior to the expiration date.

9.2.3 All certificates of insurance shall identify the policies in effect on behalf of the Firm, their policy period(s), and limits of liability. Each certificate shall include the job site and project number and title. Coverage shown on the certificate of insurance must coincide with the requirements of this Agreement. Information required to be on the certificates of insurance may be typed on the reverse of the certificate and countersigned by an authorized representative of the insurance company.

9.2.4 The Town reserves the right to request and to receive, within ten working days, certified copies of all the herein-required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Firm of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Firm from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Firm's obligations under this Agreement.

## **9.3 Required Coverage**

Such insurance shall protect the Firm from claims set forth below which may arise out of or result from the operations of the Firm under this Agreement and for which the Firm may be legally liable, whether such operations be by the Firm or by a sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

9.3.1 Claims under workers' compensation, disability benefit, and other similar employee benefit laws which are applicable to the work to be performed;

9.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Firm's employees;

9.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Firm's employees;

9.3.4 Claims for damages insured by usual personal injury liability coverage;

9.3.5 Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

9.3.6 Claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance or use of a motor vehicle;

9.3.7 Claims for bodily injury or property damage arising out of completed operations;

9.3.8 Claims involving contractual liability insurance applicable to the Firm's obligations under this Agreement;

9.3.9 Claims for injury or damages in connection with one's professional services;

#### **9.4 Commercial General Liability - Minimum Coverage Limits:**

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability.

#### **9.5 General Liability - Minimum Coverage Limits**

The General Liability insurance required herein, including Comprehensive Form, Premises Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined and shall be written for not less than \$1,000,000 and with a \$2,000,000 aggregate.

#### **9.6 Automobile Liability**

The Firm shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for combined single limit with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the Firm's work.

#### **9.7 Worker's Compensation and Employer's Liability**

The Firm shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Firm's employees engaged in the performance of the work or services and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, the Firm will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Firm or the Florida statutory minimums, whichever is less.

## **9.8 Professional Liability**

The Firm shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Firm, or any person employed by the Firm, with a policy limit of not less than \$1,000,000 per claim and in the aggregate.

## **10. TERMINATION**

The Town may terminate this Agreement or any individual task order under this Agreement for its sole convenience with written notice. In the event of such termination, the Firm shall stop all work hereunder or under the task order (whichever applies) promptly as of the date of termination, and shall cause all its suppliers, vendors, and subconsultants likewise to cease such work and deliveries as of the termination. As the sole and exclusive remedy for the termination, the Firm shall be paid fees for services performed to the date of such termination, in accordance with the Fee Schedule in **Attachment B**.

## **11. MISCELLANEOUS**

11.1 No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound. Monies that may become due and monies that are due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or any task order.

11.2 The failure of a party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

11.3 Limitations of Liability.

A. Sovereign Immunity. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than



the per person amount limitation and the aggregate contained in Section 768.28 of the Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

In no event shall the Town be liable to the Firm for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise. The Town shall not assume any liability for the acts, omissions, or negligence of the Firm, its agents, servants, employees, or subconsultants. In all instances, the Firm shall be responsible for any injury or property damage resulting from any activities conducted by the Firm.

B. No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

11.4 The Firm warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Firm, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Firm's compensation paid, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11.5 Non-Discrimination. The Firm and its subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Firm shall take affirmative action to ensure that qualified applicants are employed if work is available and that employees are treated during employment without regard to their race, religion, color, sex, creed, handicap, marital status, or national origin. The Firm agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Firm shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, creed, handicap, marital status, or national origin.

## **12. OWNERSHIP OF DOCUMENTS**

All documents, including but not limited to design drawings, engineering drawings, tracings, original mylars, estimates, field notes, investigations, design analysis, and studies prepared in the performance of this Agreement are to be and remain the property of the Town from inception. The Firm shall furnish the Town, upon its request, originals or reproducible formats of technical specifications and copies of all such documents. The Firm shall endorse, by professional seal, all plans and consulting data furnished by the Firm.

### **13. RE-USE OF DOCUMENTS**

The documents, drawings, specifications, and designs, although the property of the Town, are prepared for this specific project and are not intended nor represented by the Firm to be suitable for re-use for any other project. Any re-use without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

### **14. CONFLICT OF INTEREST**

The Firm stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

### **15. GOVERNING LAW; VENUE**

This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. The exclusive venue for any action arising out of or related to this Agreement shall be the circuit court of the Fifth Judicial Circuit of Florida in Lake County, Florida.

### **16. ENFORCEMENT**

In a dispute hereunder or an action to interpret or enforce this Agreement or any matter arising hereunder, the parties shall bear their own attorneys' fees and costs.

### **17. NOTICES**

Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page, and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

### **18. PUBLIC RECORDS**

To the extent the Firm is acting on behalf of Town as provided under Subsection 119.011(2) of the Florida Statutes, the Firm shall:

- a. Keep and maintain public records required by Town to perform the services under this Agreement.
- b. Upon request from the Town's custodian of public records, provide Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- c. Ensure that public records that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to Town.
- d. Upon expiration or termination of this Agreement, transfer, at no cost to Town, all public records in possession of the Firm or keep and maintain public records required by Town to perform the service. If the Firm transfers all public records to Town upon completion of this Agreement, the Firm shall destroy any duplicate public records that are confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements of Florida law for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with the information technology systems of Town.
- e. If the Firm fails to provide the public records to Town within a reasonable time the Firm may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Town may exercise any remedies at law or in equity, including the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- f. The Firm shall defend, at its own cost, indemnify, and hold harmless Town and its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute-resolution costs) arising out of or resulting from the Firm's failure to comply with this Section.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM IS TO CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, TOWN CLERK JOHN BROCK, 101 N. PALM AVENUE, HOWEY-IN-THE-HILLS, FLORIDA, 34737; jbrock@howey.org ; 352-324-2290, ext. 5.

## **19. "E-VERIFY" REQUIREMENTS**

As long as required by Section 448.095 of Florida Statutes (or its successor legislation), the Town and the Firm must register with or remain registered with, and must use, the federal E-Verify system (or its replacement) in each party's hiring of new employees. Further, the Firm

must cause each of its “subcontractors” (as that term is used in section 448.095) to likewise be registered with and to use the E-Verify system in the subcontractor’s hiring of new employees. The parties acknowledge that under subsection 448.095(5) a failure to comply with the statute can result in a statutorily required termination of this Agreement or of a contract between the Firm and its subcontractor.

**20. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE FIRM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL SHALL BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the above date.

**FIRM:**

**Nadic Engineering Services, Inc.  
601 N Hart Blvd  
Orlando, FL 32818**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TOWN:**

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737**

**For the Town:**

\_\_\_\_\_

Sean O'Keefe  
Town Manager

Attest:

\_\_\_\_\_  
John Brock, Town Clerk

**ATTACHMENT A**

**SCOPE OF SERVICES**

<b>Library of Professional Services</b>	
	Utilities W/WW/Reclaim
	Stormwater
	Mechanical/Electrical
	Civil Engineering
X	Environmental Services /Geotechnical (soil testing etc)
	Transportation and Traffic Engineering
	Landscape Architecture
	Dock and Shoreline (Marine)
	Architectural
	Hydrological Engineering
	Structural
	Surveying
	Aviation/airport planning, design, engineering

**ATTACHMENT B**

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**SCHEDULE OF FEES**

<b>Professional Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Principal Engineer	Hour	\$236.30	Engineer Intern	Hour	\$79.35
Chief Engineer	Hour	\$236.30	Senior Engineering Technician	Hour	\$81.57
Chief Geologist	Hour	\$199.70	Engineering Technician II	Hour	\$67.28
Senior Engineer	Hour	\$199.70	Senior CADD/GIS Support	Hour	\$90.94
Senior Geologist	Hour	\$170.19	CADD/GIS Specialist	Hour	\$79.50
Project Engineer	Hour	\$170.19	Contract Coordinator	Hour	\$104.98
Engineer/Geologist	Hour	\$108.42	Secretary	Hour	\$59.92
Project Manager	Hour	\$170.19	Certified Welding Inspector	Hour	113.26

<b>Field Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Truck Rig Mobilization	Hour	\$550.00	Drill Rig and Crew – Truck/Mud Bug (2 person)	Hour	\$250.00
Mud Bug Rig Mobilization	Hour	\$750.00	Drill Rig and Crew – Truck/Mud Bug (3 person)	Hour	\$325.00
CPT Rig Mobilization	Hour	\$1,150.00	Drill Rig and Crew – B/T/A (3 person)	Hour	\$525.00
Track Rig Mobilization	Each	\$3,000.00	Field Permeability (0 – 10 ft) – Truck	Each	\$430.00
Barge/Amphibious Mobilization - Crane	Each	\$15,000.00	Field Permeability (10 – 25 ft) – Truck	Each	\$500.00
Barge/Amphibious Mobilization - Ramp	Each	\$12,500.00	Field Vane Shear Strength	Each	\$500.00
Barge (without labor)	Day	\$3,000.00	Hand Auger Boring with DCP	Foot	\$25.00
Soil Survey/Concrete Coring/GPR Mobilization	Each	\$400.00	Double Ring Infiltrometer	Each	\$600.00

Tripod Rig Mobilization	Each	\$2,500.00	Direct Push Well Materials	Foot	\$35.00
Support Boat Mobilization	Each	\$550.00	Two-inch Monitoring Well (0 – 50 ft) –	Foot	\$40.00
Direct Push Rig and Crew	Day	\$1,500.00	Two-inch Monitoring Well (50 – 100 ft) –	Foot	\$49.70
Tripod Rig and Crew	Day	\$3,000.00	Well Development	Hour	\$190.00
Support Truck	Hour	\$120.00	Equipment Decontamination	Hour	\$190.00
Support Boat	Day	\$250.00	Well Completion (flush mount)	Each	\$300.00
Support Airboat	Day	\$550.00	Well Completion (above ground)	Each	\$350.00
Coring Machine	Day	\$400.00	Pavement Cores (no MOT w/ base check)	Each	\$280.00
GPS Unit	Day	\$100.00	Pavement Cores (no MOT w/o base check)	Each	\$220.00
Clearing Equipment	Day	\$2,000.00	Roadway Pavement Cores (day with MOT)	Each	\$350.00
Chainsaw	Day	\$65.00	Roadway Pavement Cores (night with MOT)	Each	\$440.00
Backhole	Day	\$600.00	MOT Portable Lighting	Each	\$160.00
Steam Cleaner	Day	\$150.00	MOT Portable Safety Signs	Day	\$65.00
Soil Survey/Coring Crew (2 person)	Hour	\$190.00	MOT Channelization Cones (each)	Day	\$6.00
Soil Survey/Coring Crew (3 person)	Hour	\$280.00	MOT Attenuator Truck	Hour	\$270.00
Ground Penetrating Radar (2 person)	Hour	\$400.00	MOT Arrow Board	Day	\$120.00
Temporary Piezometer	Hour	\$35.00	MOT Traffic Control Officer	Hour	\$85.00

<b>Construction Materials Testing Field Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Materials Testing/ sampling/ or Observations	Hour	\$70.00	In-Place Density Tests (Min. 4 per trip)	Each	\$30.00
Rebound Hammer Testing	Hour	\$75.00	Soil-Cement Sampling	Hour	\$70.00
Windsor Probes, Set of 3	Set	\$50.00	Minimum Trip Charge	Trip	\$120.00
Paint Thickness Testing	Hour	\$75.00	Floor Flatness Survey	Day	\$700.00

<b>Soil/Sediment/Surface Water/Groundwater Sampling Equipment</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Core Sampler	Day	\$10.00	Organic Vapor Analyzer	Day	\$160.00
Dredge Sediment Sampler	Day	\$30.00	Multi-Parameter Water Quality	Day	\$150.00
Decontamination Station (hand sampling)	Day	\$20.00	Turbidity Meter	Day	\$50.00
Peristaltic Pump	Day	\$50.00	Dissolved Oxygen Meter	Day	\$50.00
Submersible Pump w/ Variable Speed	Day	\$200.00	Photoionization Detector	Day	\$160.00
Centrifugal Pump	Day	\$75.00	pH Meter w/ Calibration Kit	Day	\$50.00
100 ft Water Level Meter	Day	\$40.00	Poly Sample Tubing	Foot	\$1.50
100 ft Oil/Water Interface Probe	Day	\$100.00	Silicon Pump Tubing (Peristaltic)	Foot	\$3.50
Expendable Sampling Equipment	Day	\$65.00	Flow-Through Filtration	each	\$30.00
Expendable Point	Each	\$15.00	Miscellaneous Supplies	day	\$65.00

<b>Truck Drill Rig Unit Rates</b>	<b>Depth (ft):</b>	<b>0-50</b>	<b>50-100</b>	<b>100-150</b>	<b>150-200</b>	<b>200-250</b>
SPT Borings – Truck	Foot	\$17.50	\$20.00	\$28.00	\$36.00	\$52.00
Auger/Rotary Wash Borings – Truck	Foot	\$13.00	\$15.00	\$18.00	\$22.00	\$28.00
CPT Soundings – Truck	Foot	\$16.00	\$18.00	\$20.50	\$22.00	\$24.00
HW Rock Coring – Truck	Foot	\$50.00	\$52.00	\$55.00	\$58.50	\$63.00
3-inch Casing – Truck	Foot	\$11.00	\$13.60	\$18.00	\$21.00	\$24.00
4-inch Casing – Truck	Foot	\$13.00	\$16.00	\$21.00	\$25.00	\$27.00
Borehole Grouting - Truck	Foot	\$8.00	\$8.50	\$10.50	\$12.60	\$14.00
Extra SPT Samples – Truck	Each	\$50.00	\$56.00	\$75.00	\$100.00	\$125.00
Undisturbed Samples – Truck	Each	\$220.00	\$250.00	\$300.00	\$350.00	\$400.00

<b>Mud Bug Drill Rig Unit Rates</b>	<b>Depth (ft):</b>	<b>0-50</b>	<b>50-100</b>	<b>100-150</b>	<b>150-200</b>	<b>200-250</b>
SPT Borings – Mud Bug	Foot	\$22.00	\$24.50	\$40.00	\$52.50	\$68.50



Auger/Rotary Wash Borings – Mud Bug	Foot	\$16.00	\$18.50	\$24.00	\$28.50	\$35.50
CPT Soundings – Mud Bug	Foot	\$19.00	\$22.00	\$24.00	\$26.50	\$29.00
HW Rock Coring – Mud Bug	Foot	\$65.00	\$72.00	\$80.00	\$90.50	\$102.50
3-inch Casing – Mud Bug	Foot	\$12.50	\$15.00	\$20.50	\$24.00	\$28.50
4-inch Casing – Mud Bug	Foot	\$15.00	\$18.50	\$24.00	\$28.00	\$32.00
Borehole Grouting - Mud Bug	Foot	\$9.50	\$10.50	\$11.50	\$13.60	\$15.00
Extra SPT Samples – Mud Bug	Each	\$60.50	\$72.00	\$102.50	\$145.00	\$168.00
Undisturbed Samples – Mud Bug	Each	\$255.00	\$285.00	\$355.00	\$415.00	\$500.00

<b>Field Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
Soils Particle Size Anlys AASHTO T88	test	\$120.00	Consolidation - Constant Strain ASTM D4186	test	\$650.00
Soils Materials Finer than 200 Sieve FM 1-T011	test	\$55.00	Consol-Extended Load AASHTO T216	each	\$130.00
Sieve Analysis – Aggregate ≤ 1-inch	test	\$200.00	Consol-Addtl Incrmnts AASHTO T216	each	\$100.00
**Sieve Analysis – Aggregate > 1-inch	test	\$200.00	Triaxial Shear Strength CD ASTM D7181	test	\$600.00
Soils Moisture Content Lab AASHTO T265	test	\$18.50	Triaxial CU Test AASTO T297/ASTM D4767	test	\$550.00
Soils Moisture Content Microwave AASHTO D46	test	\$24.00	Triaxial UU Test AASHTO T296/ASTM D2850	test	\$550.00
Hydrometer Only AASHTO T88	test	\$145.00	Pocket Penetrometer/Torvane Shear Strength	test	\$24.00
Soils Organic Content Ignition FM 1 T-267	test	\$55.00	Proctor Standard/Modified	test	\$140.00
Soils Plastic Limit AASHTO T90	test	\$55.00	Proctor Standard/Modified (Aggregate)	test	\$180.00
Soils Liquid Limit AASHTO T89	test	\$55.00	Limerock Bearing Ratio (LBR) FM 5-515	test	\$380.00

Soils Specific Gravity AASHTO T100	test	\$85.00	California Bearing Ratio	test	\$380.00
Soils Corrosion Series FM 5-550 through 5-553	Test	\$215.00	Florida Bearing Value	Test	\$70.00
Unit Weight Determination	Test	\$50.00	Asphalt Extraction-Gradation	Test	\$370.00
Soils Shrinkage Factor AASHTO T92	Test	\$110.00	Compressive Strength Tests:		
Split Tensile Strgth of Rock Cores ASTM D3967	test	\$150.00	Concrete Cylinders	set of 4	\$100.00
Aggregate Specific Gravity/Absorption Coarse	test	\$90.00	Soil Cement Specimens	set of 3	\$100.00
Unconfined Compression – Soil	test	\$200.00	Mortar Cubes	set of 3	\$100.00
Unconfined Compression – Rock	test	\$155.00	Grout Prisms	set of 4	\$100.00
**Los Angeles Abrasion	test	\$440.00	**Soundness _ Magnesium	test	\$100.00
Carbon Content Determination	test	\$110.00	Bulk Density/Void Content-Aggregate	test	\$75.00
Flexible Wall Permeability ASTM D5084	test	\$430.00	Permeability Falling Head FM 5-513	test	\$350.00
Permeability Constant Head AASHTO T215	test	\$350.00	Permeability with back presure	test	\$450.00

<b>Contamination Testing Laboratory Services</b>					
<b>Item</b>	<b>Unit</b>	<b>Cost</b>	<b>Item</b>	<b>Unit</b>	<b>Cost</b>
EPA 8260 (VOC) Water	test	\$226.50	EPA 6010/6020 -TCLP or SPLP	Test	\$226.00
EPA 8270 (PNA) Water & Soil	test	\$285.00	EPA 418.1 (ETPH) Soils	Test	\$185.00
RCRA 8 Metals (Water/Soil)	test	\$200.00	EPA 8082 (PCB) Soils	Test	\$92.00
Lead - Dissolved	test	\$40.00	Herbicide/Pesticide Group (Water/Soil)	Test	\$450.00
FL-PRO (TPH) - Water & Soil	test	\$185.00	Gasoline/Kerosene Group (Water)	Test	\$400.00

EPA 200.7 per metal	test	\$125.00	Gasoline/Kerosene Group (Soil)	Test	\$350.00
SM 5310B (TOC)	test	\$54.00	Used Oil Group (Water)	Test	\$820.00
SM 3300N (Hexavalent Chromium)	test	\$80.00	Used Oil Group (Soil)	Test	\$760.00
EPA 1664 (TRPH)	test	\$196.00	Arsenic (Water/Soil)	Test	\$30.00
EPA 1631 low-level mercury	test	\$250.00			

\* 50% Surcharge for Night/Weekend Work

\*\* Additional Sample Preparation time based on Sample Size