

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and \_\_\_\_\_, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSETH:

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Any Task Assignment issued by County pursuant to this Agreement;

- 2) This Agreement;
- 3) RFQ\_2020\_001, including any addenda issued thereto; and
- 4) The Proposal submitted by Consultant.

ARTICLE 2  
CONSULTANT'S DUTIES

2.1 Consultant agrees to perform all the services and provide all the materials requested by RFQ\_2020\_001 and described in any individual Task Assignment issued pursuant to this Agreement. Consultant shall perform all services and provide all materials in accordance with the provisions contained herein. Consultant shall perform all services under any Task Assignment in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of similar professionals working in the same discipline(s) as Consultant having the level of skill, expertise and specialized knowledge, as represented to County, both orally and in writing, to be possessed by Consultant. Consultant shall provide its services and materials under any Task Assignment within the times allowed for performance in the schedule contained in the applicable Task Assignment.

2.2 Consultant agrees that, to the best of its ability, the key personnel identified in the Proposal will be retained by Consultant throughout the term of this Agreement. In the event that Consultant is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice of such event to County, along with the names and qualifications of a replacement for such key personnel.

2.3 Compliance with Laws

Consultant shall comply with all federal, state, and local statutes, laws, ordinances, resolutions, rules and regulations in the performance of its obligations under this agreement.

2.4 Compliance with Chapter 119, Florida Statutes

(a) In addition to compliance with any other laws as required by this Agreement, Consultant shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Consultant in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Consultant shall:

- (i) Keep and maintain public records by County to perform the services;
- (ii) Upon request by County's custodian of public records, provide County 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Consultant under this Agreement if Consultant does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers all public records to County upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County or his/her designee.

(d) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**TELEPHONE: (352) 486-5218**

**EMAIL: [LEVYBOCC@LEVYCOUNTY.ORG](mailto:LEVYBOCC@LEVYCOUNTY.ORG)**

**MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621**

2.5 During the performance of this Agreement, in the event any services to be performed by the Contractor are or may be funded by federal funds or may be reimbursable by federal funds, the Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

(a) *Equal Employment Opportunity*: The Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as any of

the same may be amended, which are herein incorporated by reference and made a part of this Agreement.

(b) *Nondiscrimination:* The Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Contractor shall comply with all applicable laws and regulations that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects.

(c) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) *Davis-Bacon Act:* The Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of performance of the particular services by Contractor which may be subject to federal funding or federal reimbursement shall be accepted by Contractor prior to performance of those services.

(f) *Copeland "Anti-Kickback" Act:* The Contractor shall comply with the provisions of Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. County shall report any suspected violations to the applicable federal funding agency.

(g) *Contract Work Hours and Safety Standards Act:* In the event the performance of any services by Contractor are anticipated to be in excess of \$100,000, and Contractor employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

(h) *Rights to Inventions Made Under a Contract or Agreement:* (this section intentionally left blank).

(i) *Clean Air Act and Federal Water Pollution Control Act:* Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in

the performance of any services pursuant hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.

(j) *Energy Policy and Conservation Act:* Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.

(k) *Solid Waste Disposal Act:* Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

(l) *Incorporation of Provisions:* The Contractor shall include the provisions of this Section 2.5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

(m) *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the provisions of this Section 2.5, the County or any applicable state or federal funding agency may impose such contract sanctions as the County or the applicable state or federal funding agency may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor until the Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding, or as are not prohibited by law.

ARTICLE 3  
SERVICES/TASK ASSIGNMENTS

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_
- 5) \_\_\_\_\_
- 6) \_\_\_\_\_
- 7) \_\_\_\_\_
- 8) \_\_\_\_\_
- 9) \_\_\_\_\_
- 10) \_\_\_\_\_
- 11) \_\_\_\_\_
- 12) \_\_\_\_\_
- 13) \_\_\_\_\_
- 14) \_\_\_\_\_
- 15) \_\_\_\_\_
- 16) \_\_\_\_\_
- 17) \_\_\_\_\_
- 18) \_\_\_\_\_
- 19) \_\_\_\_\_

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County

shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials rates for the Task Assignment that are expressed by Consultant in Exhibit "A." Consultant may not amend the time and materials rates contained in Exhibit "A" throughout the term of this Agreement or any extensions thereof. County acknowledges that adjustments to the services, schedule and compensation for any Task Assignment may be necessary based on circumstances; and any such adjustments shall be consented to in writing both Consultant and County. Consultant shall be authorized to proceed with services pursuant to any Task Assignment upon receipt of the fully executed Task Assignment. Consultant agrees to perform the services in consideration of the compensation described in each Task Assignment and in accordance with the terms of this Agreement.

3.4 County Coordinator or his/her designee shall be authorized to execute any Task Assignment on behalf of County in the event the compensation for such Task Assignment does not exceed Nineteen Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$19,999.99).

3.5 Task Assignments to be issued pursuant to this Agreement shall be limited to projects in which the estimated construction cost for each project does not exceed Four Million Dollars (\$4,000,000.00) and for a study activity if the fee for such study does not exceed Five Hundred Thousand Dollars (\$500,000.00). The not to exceed amounts for estimated construction costs for an individual project or study activity will be increased or decreased automatically throughout the term of this Agreement if such not to exceed amounts for continuing contracts are increased or decreased by section 287.055(2)(g), Fla. Stat., as the same may be amended. Any services County needs that exceed these monetary caps will be solicited through another selection process, as provided by applicable law.

3.6 County reserves the right to issue a separate solicitation for any services it may need, at its discretion, regardless of whether a Task Assignment could be awarded for such services pursuant hereto.

3.7 County provides no guarantee that Consultant will be issued any quantity or dollar amount of Task Assignments, or that Consultant will be issued any Task Assignment hereunder.

#### ARTICLE 4 TERM/TERMINATION

4.1 The term of this Agreement shall begin on the date and year first above written and shall continue for a period of three (3) years. At the option of the parties, this Agreement may be extended for two (2) additional one (1) year terms or one (1) additional two (2) year term for a

potential total term with extensions of five (5) years. The County Coordinator of County is authorized to extend this Agreement on behalf of the County for any of the extension terms. All work associated with any Task Assignment must be completed within the initial term or any extension term of this Agreement, unless the applicable Task Assignment is unavoidably delayed. In the event of such unavoidable delay, the term or extended term of this Agreement shall be automatically continued for such Task Assignment until Consultant completes all services and provides all products required under such Task Assignment, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

4.2 This Agreement may be terminated by County, with or without cause, by written notice to Consultant of the intent to terminate. Such termination shall be effective thirty (30) days after receipt by Consultant of such written notice of intent to terminate. However, no termination for cause will be effective unless Consultant is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, Consultant shall be entitled to compensation for services rendered and costs incurred for any Task Assignment through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents prepared by Consultant pursuant to a Task Assignment shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

ARTICLE 5  
METHOD OF BILLING AND PAYMENT

5.1 County shall pay to Consultant the sums indicated for services as set forth in each Task Assignment.

5.2 Consultant shall submit all billings for payment of services rendered pursuant to a Task Assignment to the applicable County department requesting the services for processing. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Task Assignment to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

5.3 Consultant acknowledges that each billing must be reviewed and approved by the Director of the County department requesting the services pursuant to the applicable Task Assignment, or his/her designee. Should the Director of the County department requesting the services, or his/her designee, determine that the billing is not commensurate with the services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.



5.4 County shall pay Consultant's billings under any Task Assignment in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Local Government Prompt Payment Act.

5.5 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify Consultant of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 6  
COUNTY'S RESPONSIBILITIES

6.1 County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2 County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 7  
STANDARDS AND CORRECTIONS

7.1 Consultant shall perform or furnish to County all professional and related services to a level of technical skill, ability, and diligence as is required of a professional in the related discipline having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Consultant, in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted professional standards, and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant, as applicable to that subconsultant's or subcontractor's profession.

7.2 Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County

review of, approval of, acceptance of, or payment for any of Consultant’s work product, services, or materials shall not be construed to operate as a waiver of any County’s rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 8  
COUNTY PROPERTY

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant’s services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

ARTICLE 9  
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE 10  
NO CONTINGENT FEES

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the

Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11  
NO ASSIGNMENT

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants not listed in Consultant’s Proposal without written notice to and approval of such action by County.

ARTICLE 12  
INDEMNIFICATION

12.1 Consultant shall defend, indemnify and hold harmless County and all of County’s officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant, its officers, agents, employees, subcontractors, or volunteers in performance or non-performance of its obligations under this Agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Consultant of its liability and obligation to defend, hold harmless and indemnify County as set forth in this section. This indemnification shall be subject to any limitations provided by general law regarding the extent of indemnification for the specific discipline of professional services that may be provided by Consultant; this limitation shall apply only when Consultant is actually providing services in the specific discipline for which there is a limitation regarding indemnification in general law.

12.2 Notwithstanding the indemnification provisions contained in Section 12.1, in the event that Contractor qualifies as a “design professional” (as that term is defined in section 725.08, Fla. Stat., as amended) in the performance of services for any particular Task Assignment, and the services required by the Task Assignment constitute services provided under a “professional services contract” (as that term is defined in section 725.08, Fla. Stat., as amended) (herein “qualified services”), the following indemnification provisions will replace the foregoing indemnification provisions and will apply to such Task Assignment, only to the extent that the services provided by Contractor are qualified services: Contractor shall indemnify and hold

harmless County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by Contractor in the performance of Contractor's services under this Task Assignment.

12.3 Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

12.4 The provisions of this Article shall survive termination of this Agreement.

ARTICLE 13  
INSURANCE

13.1 Before performing any work and before being issued any Task Assignment, Consultant shall, at its sole cost and expense, procure and maintain, throughout the term of this Agreement, insurance policies meeting the requirements, and in the coverages and amounts all as contained in RFQ\_2020\_001 and this section. Simultaneous with entering into this Agreement, Consultant shall provide Certificates of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, from companies authorized to do business in the State of Florida, and signed by a person authorized by the insurer to bind coverage on its behalf. Consultant shall provide County with a certified copy, or copies, of said insurance policies, with all endorsements, upon request. Each Certificate of Insurance which is allowed by law to carry an additional named insured shall show Levy County, a political subdivision of the State of Florida, its elected officials, officers, agents, employees, and volunteers, as additional named insured. Each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Consultant shall also notify County, in writing, within twenty-four (24) hours after Consultant's receipt of any notices of expiration, cancellation, non-renewal, or material changes in coverage; and nothing contained herein shall absolve Consultant of this requirement to provide notice. Each Certificate of Insurance shall be on a standard ACORD form, listing coverages and limits, expiration dates, terms of policies and all endorsements, and shall include the project name on the Certificate. Any and all deductibles to any insurance policy shall be the responsibility of Consultant. Said insurance coverages procured by Consultant as required herein shall be considered, and Consultant agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Consultant as required herein.

Nothing herein shall be construed to extend County's liability beyond that provided in section 768.28, Florida Statutes.

Coverages and limits for the insurance required herein shall be set forth in RFQ\_2020\_001.

ARTICLE 14  
CONTACT PERSONS

14.1 Upon written request of Consultant, the County Coordinator shall designate one or more County employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 15  
SEVERABILITY

15.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 16  
TRUTH-IN-NEGOTIATION CERTIFICATE

16.1 In accordance with Section 287.055, Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 17  
GOVERNING LAW/VENUE

17.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving parties in connection with this Agreement, venue for such litigation shall be in Levy County, Florida.

ARTICLE 18  
INDEPENDENT CONTRACTOR STATUS

18.1 Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venture of the County.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA**

\_\_\_\_\_  
Matthew Brooks, Chair

Date: \_\_\_\_\_

**ATTEST:** Danny Shipp, Clerk of the  
Circuit Court and Ex-Officio Clerk of  
the Board of County Commissioners

\_\_\_\_\_  
Danny Shipp, Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Anne Bast Brown, County Attorney

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

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

Date: \_\_\_\_\_

ATTEST/WITNESS:

\_\_\_\_\_  
Secretary of Corporation

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
AE ENGINEERING, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and AE Engineering, Inc., 219 North Newnan Street, 4<sup>th</sup> Floor, Jacksonville, FL 32202, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSETH:

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Roadway and Bridge Design
- 2) Project Planning and Management
- 3) Construction Engineering and Inspection (CEI)
- 4) Permitting (local, state and federal)
- 5) Funding Assistance

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials rates for the Task Assignment that are expressed by Consultant in Exhibit "A." Consultant may not amend the time and materials rates contained in Exhibit "A" throughout the term of this Agreement or any extensions thereof. County acknowledges that adjustments to the services, schedule and compensation for any Task Assignment may be necessary based on circumstances; and any such adjustments shall be consented to in writing both Consultant and



ARTICLE 8  
COUNTY PROPERTY

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

ARTICLE 9  
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

AE Engineering, Inc.  
219 North Newnan Street,  
4<sup>th</sup> Floor  
Jacksonville, FL 32202

ARTICLE 10  
NO CONTINGENT FEES

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**Exhibit A**  
**2020-2021 STANDARD RATES**

**Roadway Bridge & Design**

EOR/Lead Design Engineer	\$ 225.00
Roadway/Drainage Engineer	\$ 145.00
Design Engineer	\$ 120.00
Engineer Technician	\$ 70.00

**Project Planning & Management**

Senior Project Engineer	\$ 225.00
Coordination Specialist	\$ 75.00
Planning Manager	\$ 140.00

**Construction Engineering Inspection**

Senior Project Engineer	\$ 215.00
Project Administrator	\$ 150.00
Contract Support Specialist	\$ 100.00
Secretary/Clerk Typist	\$ 60.00
Resident Compliance Specialist	\$ 90.00
Building Inspector	\$ 85.00
Senior Inspector	\$ 95.00
Inspector	\$ 75.00
Senior Bridge Inspector	\$ 105.00
Bridge Inspector	\$ 85.00
Senior Asphalt Plant Inspector	\$ 95.00
Asphalt Plant Inspector	\$ 75.00
Materials Coordinator	\$ 95.00

**Civil Engineering**

Director Engineering	\$ 210.00
Senior Project Manager	\$ 175.00
Project Manager	\$ 145.00
Project Engineer	\$ 135.00

**Environmental Engineering**

Environmental Engineer	\$ 145.00
Environmental Specialist	\$ 95.00

**Permitting**

Maintenance Director	\$ 180.00
Permit Inspector	\$ 75.00
Permit Coordinator	\$ 100.00
Permit Specialist	\$ 100.00

**Funding Assistance**

Senior Project Engineer	\$ 225.00
Grant Funding Specialist	\$ 125.00
Final Estimate Specialist	\$ 120.00

**Additional Positions**

Expert Witness	\$ 450.00
Principals	\$ 225.00
Senior CADD	\$ 115.00
CADD Designer II	\$ 105.00
CADD Designer I	\$ 100.00
Project Coordinator	\$ 90.00
Project Assistant/ Admin Assistant	\$ 60.00
Project Intern	\$ 55.00
Community Outreach Specialist	\$ 95.00

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
A/R/C ASSOCIATES, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and A/R/C Associates, Inc., 601 N. Fern Creek Avenue, Suite 100, Orlando, FL 32803, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Architectural Design
- 2) Survey Services
- 3) Project Planning and Management
- 4) Permitting (local, state and federal)
- 5) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)
- 6) Storm Water and Flood Plain Management
- 7) Civil Engineering
- 8) Electrical Engineering (including Energy Management)
- 9) Mechanical Engineering

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials rates for the Task Assignment that are expressed by Consultant in Exhibit "A." Consultant may

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

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If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

A/R/C Associates, Inc.  
601 N. Fern Creek Avenue  
Suite 100  
Orlando, FL 32803

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

EXHIBIT "A"



**A/R/C**  
Associates  
Incorporated

**A/R/C Associates, Incorporated**

**Billing Table No. 1**

<u>CATEGORY</u>	<u>DISCIPLINE</u>	<u>NAME</u>	<u>RATE</u>
10	Principal	Joseph J. Williams	\$ 170.00
10	Principal	James W. Ripley	\$ 170.00
43	Project Manager	Troy Giebert	\$ 100.00
42	Project Manager	Tyler Hall	\$ 100.00
41	Draftsman	Jonathan Parent George Pierre	\$ 60.00
55	Quality Assurance Manager	Randy Barton	\$ 95.00
54	Quality Assurance Representative	Troy A. Howe	\$ 90.00
62	Office Manager	Jewel Smith	\$ 75.00
70	Bookkeeper	April Foster	\$ 75.00
61	Clerical	Cheryl Hastay	\$ 55.00

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
ASR ENGINEERING, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and ASR Engineering, Inc., 9720 N. Armenia Avenue, Suite F, Tampa, FL 33612, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Any Task Assignment issued by County pursuant to this Agreement;

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

**3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:**

- 1) Mechanical Engineering**
- 2) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)**
- 3) Electrical Engineering (including Energy Management)**
- 4) Civil Engineering**
- 5) Architectural Design**
- 6) Permitting (local, state and federal)**
- 7) Design of Parks and Recreational Facilities**
- 8) Site Planning and Design**
- 9) Storm Water and Flood Plain Management**
- 10) Survey Services**
- 11) Project Planning and Management**
- 12) Construction Engineering and Inspection (CEI)**
- 13) Geological Surveying and Engineering**
- 14) Funding Assistance**
- 15) Interior Design**
- 16) Landscape Architecture**
- 17) Roadway and Bridge Design**
- 18) Traffic Planning**
- 19) Environmental Engineering**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**



subconsultant or subcontractor engaged by Consultant, as applicable to that subconsultant's or subcontractor's profession.

7.2 Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

ASR Engineering, Inc.  
9720 N. Armenia Avenue  
Suite F  
Tampa, FL 33612



**"Exhibit A"**

**HOURLY RATES**

The following are ASR Engineering Inc's billable hourly rates.

Principal Engineer .....	\$150.00/Hour
Project Engineer.....	\$125.00/Hour
Graduate Engineer .....	\$75.00/Hour
Designer .....	\$65.00/Hour
Draftsperson .....	\$60.00/Hour
Administrative.....	\$45.00/Hour

**MECHANICAL • ELECTRICAL • ENERGY CONSULTANTS**

9720 N. Armenia Ave., Suite F • Tampa, Florida 33612 • Phone/Fax (813) 935-7280 Lic. No. EB 0005702 • Email:  
asr@asrengineering.net

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
BARNETT, FRONCZAK, BARLOWE & SHULER ARCHITECTS  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Barnett, Fronczak, Barlowe & Shuler Architects, 2074 Centre Pointe Boulevard, Suite 200, Tallahassee, FL, 32308, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSETH:

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Architectural Design
- 2) Interior Design
- 3) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)
- 4) Design of Parks and Recreational Facilities
- 5) Site Planning and Design
- 6) Funding Assistance

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

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**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Barnett, Fronczak, Barlowe & Shuler Architects  
2074 Centre Pointe Boulevard  
Suite 200  
Tallahassee, FL 32308

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

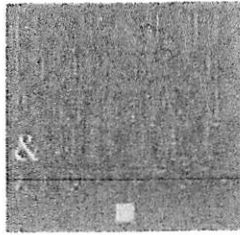


Exhibit A

16 November 2020

Alicia Tretheway  
Procurement Coordinator/ADA Coordinator  
Levy County Board of County Commission  
310 School Street  
P.O. Box 310  
Bronson, Florida 32621

RE: **Continuing Contract Levy County  
Hourly Rates**

**MS. TRETHERWAY**, thank you for the opportunity to work with Levy County. Per your request, below are our proposed billable hourly rates, including multipliers.

Principal Architect/Engineer	\$ 200.00
Registered Architect/Engineer	\$ 125.00
Graduate Architect/Engineer	\$ 110.00
Architect/Engineer Designer	\$ 105.00
CADD Operator/Drafting	\$ 85.00
Clerical Support	\$ 65.00

Please feel free to contact me should you need further information.

**BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS**



**DOUGLAS S. BARLOWE, AIA, Partner**

**DB:ag**

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
CARDNO, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Cardno, Inc., 380 Park Place Blvd., Suite 300, Clearwater, FL 33759, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

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- 1) Roadway and Bridge Design**
- 2) Storm Water and Flood Plain Management**
- 3) Project Planning and Management**
- 4) Construction Engineering and Inspection (CEI)**
- 5) Environmental Engineering**
- 6) Civil Engineering**
- 7) Geological Surveying and Engineering**
- 8) Site Planning and Design**
- 9) Design of Parks and Recreational Facilities**
- 10) Permitting (local, state and federal)**
- 11) Funding Assistance**
- 12) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**

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this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 8**  
**COUNTY PROPERTY**

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**ARTICLE 9**  
**NOTICES**

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If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Cardno, Inc.  
380 Park Place Blvd., Suite 300  
Clearwater, FL 33759

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

EXHIBIT A

For Levy County Board of County Commission

CONSULTANT OR SUB-CONSULTANT NAME CARDNO, INC.

(1) Project Position or Classification (Function to be Performed)	(2) Hourly Rate To Be Charged
CADD/Computer Technician	\$ 90.00
Chief Designer	\$140.00
Chief Engineer I	\$ 235.00
Chief Engineer II	\$ 255.00
Chief Planner	\$ 255.00
Designer	\$125.00
Engineer I	\$135.00
Engineer II	\$175.00
Engineering Intern	\$100.00
Engineering Technician	\$100.00
Principal Engineer	\$ 260.00
Project Manager I	\$175.00
Project Manager II	\$ 200.00
Project Manager III	\$ 240.00
Secretary/Clerical	\$ 85.00
Senior Designer	\$ 135.00
Senior Designer II	\$150.00
Senior Engineer I	\$ 190.00
Senior Engineer II	\$ 235.00
Senior Engineer Technician	\$ 115.00
Planner	\$100.00
Project Planner	\$120.00
Senior Planner	\$190.00
Archaeologist	\$ 65.00
Chief Archaeologist	\$ 130.00
Chief Scientist	\$ 205.00
Chief Utility Coordinator	\$150.00
Community Outreach Specialist	\$ 250.00
Community Outreach Specialist - Junior	\$ 90.00
Community Outreach Specialist - Senior	\$ 130.00
Environmental Specialist	\$100.00
GIS Specialist	\$ 133.00
Landscape Architect	\$ 130.00
Landscape Architect Intern	\$ 70.00
Landscape Designer	\$ 67.00
Project Landscape Architect	\$125.00
Scientist	\$ 90.00
Senior Archaeologist	\$ 90.00
Senior Environmental Specialist	\$145.00
Senior Landscape Architect	\$175.00
Senior Scientist	\$140.00
Senior Utility Coordinator	\$175.00
Utility Coordinator	\$ 130.00
Inspector	\$ 95.00
Inspector II	\$110.00
Senior Inspector	\$125.00

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
CHEN MOORE AND ASSOCIATES, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Chen Moore and Associates, Inc., 341 North Maitland Avenue, Suite 346, Maitland, FL 32751, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

**3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:**

- 1) Civil Engineering**
- 2) Storm Water and Flood Plain Management**
- 3) Landscape Architecture**
- 4) Design of Parks and Recreational Facilities**
- 5) Site Planning and Design**
- 6) Construction Engineering and Inspection (CEI)**
- 7) Roadway and Bridge Design**
- 8) Project Planning and Management**
- 9) Permitting (local, state and federal)**
- 10) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)**
- 11) Funding Assistance**
- 12) Traffic Planning**
- 13) Electrical Engineering (including Energy Management)**
- 14) Mechanical Engineering**
- 15) Environmental Engineering**
- 16) Survey Services**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**

**3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to**

to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 8  
COUNTY PROPERTY

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

ARTICLE 9  
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

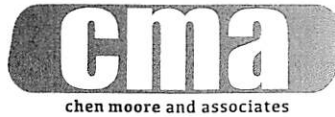
If to Consultant:

Chen Moore and Associates, Inc.  
341 North Maitland Avenue  
Suite 346  
Maitland, FL 32751

ARTICLE 10  
NO CONTINGENT FEES

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

# Exhibit A



## 2020 Labor Rate Schedule

<b>Title</b>	<b>Hourly Rate</b>
Principal	\$330.00
Project Director	\$250.00
Senior Project Manager	\$210.00
Project Manager	\$195.00
Senior Engineer	\$165.00
Project Engineer	\$125.00
Associate Engineer	\$115.00
Engineer	\$100.00
Senior Landscape Architect	\$205.00
Project Landscape Architect	\$125.00
Associate Landscape Architect	\$95.00
Senior Designer	\$135.00
Designer	\$110.00
Senior Technician	\$90.00
Technician	\$80.00
Senior Construction Specialist	\$125.00
Construction Specialist	\$95.00
Clerical	\$65.00
Engineering Intern	\$50.00

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
CLEMONS, RUTHERFORD & ASSOCIATES, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Clemons, Rutherford & Associates, Inc., 2027 Thomasville Road, Tallahassee, FL 32308, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

ARTICLE 3  
SERVICES/TASK ASSIGNMENTS

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Architectural Design
- 2) Interior Design
- 3) Design of Parks and Recreational Facilities
- 4) Project Planning and Management
- 5) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)
- 6) Funding Assistance

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials rates for the Task Assignment that are expressed by Consultant in Exhibit "A." Consultant may not amend the time and materials rates contained in Exhibit "A" throughout the term of this Agreement or any extensions thereof. County acknowledges that adjustments to the services, schedule and compensation for any Task Assignment may be necessary based on



**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, FL 32308

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

# EXHIBIT 'A'



**CLEMONS, RUTHERFORD & ASSOCIATES, INC.**

ARCHITECTS | PLANNERS | INTERIOR DESIGNERS | CONSTRUCTION MANAGERS

2027 Thomasville Road, Tallahassee, Florida 32308

p: 850-385-6153 | f: 850-386-8420 | www.craarchitects.com

## 2020 HOURLY RATES

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge.....	\$255.00
Project Manager/Architect .....	175.00
Assisting Project Manager .....	135.00
Project Designer .....	155.00
Project Interior Designer .....	150.00
Construction Administrator .....	135.00
Plans Review and Inspection.....	130.00
Estimator .....	130.00
Educational Surveyor .....	125.00
Specification Writer.....	115.00
BIM / 3D Drafting:.....	110.00
Drafting:     Senior .....	95.00
Junior .....	75.00
Clerical/Support Services.....	75.00

Rates are reviewed and adjusted on an annual basis January 1<sup>st</sup> of each year.

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
DAVIS DINKINS ENGINEERING, P.A.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Davis Dinkins Engineering, P.A., 2201 S.E. 30<sup>th</sup> Avenue, Suite 302-1, Ocala, FL 34471, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

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**SERVICES/TASK ASSIGNMENTS**

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- 1) Civil Engineering
- 2) Site Planning and Design
- 3) Storm Water and Flood Plain Management
- 4) Design of Parks and Recreational Facilities
- 5) Roadway and Bridge Design
- 6) Environmental Engineering
- 7) Landscape Architecture
- 8) Survey Services
- 9) Permitting (local, state and federal)
- 10) Project Planning and Management

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

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**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

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If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Davis Dinkins Engineering, P.A.  
2201 S.E. 30<sup>th</sup> Avenue, Suite 302-1  
Ocala, FL 34471

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

"EXHIBIT A"

FEE SCHEDULE FOR  
DAVIS DINKINS ENGINEERING, P.A.

PRINCIPAL ENGINEER.....	\$225.00/Hour
PROFESSIONAL ENGINEER.....	\$125.00/Hour
EI/DESIGN TECHNICIAN.....	\$95.00/Hour
TECHNICIAN.....	\$85.00/Hour
ADMINISTRATON .....	\$50.00/Hour

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
DEWBERRY ENGINEERS, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Dewberry Engineers, Inc., 654 S.E. Baya Drive, Lake City, FL 32025, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Any Task Assignment issued by County pursuant to this Agreement;

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Roadway and Bridge Design
- 2) Construction Engineering and Inspection (CEI)
- 3) Civil Engineering
- 4) Permitting (local, state and federal)
- 5) Traffic Planning
- 6) Design of Parks and Recreational Facilities
- 7) Environmental Engineering
- 8) Site Planning and Design
- 9) Project Planning and Management
- 10) Storm Water and Flood Plain Management
- 11) Funding Assistance
- 12) Survey Services
- 13) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference



this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 8**  
**COUNTY PROPERTY**

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**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Dewberry Engineers, Inc.  
654 S.E. Baya Drive  
Lake City, FL 32025

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

# STANDARD HOURLY BILLING RATE SCHEDULE

DEWBERRY	HOURLY RATES
<b>PROFESSIONAL</b>	
Principal	\$299.00
Architect I, II, III	\$92.00, \$105.00, \$120.00
Architect IV, V, VI	\$140.00, \$155.00, \$175.00
Architect VII, VIII, IX	\$195.00, \$210.00, \$230.00
Interior Designer I, II, III, IV	\$85.00, \$100.00, \$120.00, \$150.00
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$250.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$155.00, \$170.00, \$185.00
Professional VII, VIII, IX	\$200.00, \$225.00, \$240.00
<b>TECHNICAL</b>	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV, V, VI	\$125.00, \$140.00, \$155.00
Geographer/GIS VII, VIII, IX	\$185.00, \$205.00, \$235.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$170.00, \$195.00
Technical I, II, III	\$80.00, \$95.00, \$110.00
Technical IV, V, VI	\$120.00, \$130.00, \$150.00
<b>CONSTRUCTION</b>	
Construction Professional I, II, III	\$120.00, \$145.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$235.00
Inspector I, II, III	\$80.00, \$105.00, \$125.00
Inspector IV, V, VI	\$140.00, \$155.00, \$170.00
<b>ADMINISTRATION</b>	
Admin Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
DRMP  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and DRMP, 706 S.W. 4<sup>th</sup> Avenue, Gainesville, FL 32601, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Any Task Assignment issued by County pursuant to this Agreement;

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

**3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:**

- 1) Roadway and Bridge Design**
- 2) Storm Water and Flood Plain Management**
- 3) Project Planning and Management**
- 4) Survey Services**
- 5) Construction Engineering and Inspection (CEI)**
- 6) Environmental Engineering**
- 7) Civil Engineering**
- 8) Electrical Engineering (including Energy Management)**
- 9) Geological Surveying and Engineering**
- 10) Mechanical Engineering**
- 11) Site Planning and Design**
- 12) Design of Parks and Recreational Facilities**
- 13) Traffic Planning**
- 14) Permitting (local, state and federal)**
- 15) Funding Assistance**
- 16) Architectural Design**
- 17) Interior Design**
- 18) Landscape Architecture**
- 19) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**

subconsultant or subcontractor engaged by Consultant, as applicable to that subconsultant's or subcontractor's profession.

7.2 Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

## ARTICLE 8 COUNTY PROPERTY

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

## ARTICLE 9 NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

DRMP  
706 S.W. 4<sup>th</sup> Avenue  
Gainesville, FL 32601



**Exhibit "A"**  
**Effective April 17, 2019**

Headquarters  
 941 Lake Baldwin Lane  
 Orlando, Florida 32814  
 Phone: 407.896.0594  
 Fax: 407.896.4836

<b>Administrative/Office Support</b>		<b>Expert Witness</b>	
Administrative Support I	\$55.00	Expert Witness Research	\$145.00
Administrative Support II	\$65.00	Expert Witness Testimony	\$250.00
Administrative Support III	\$75.00	<b>Public Relations</b>	
Administrative Support IV	\$85.00	Public Relations I	\$95.00
Senior Administrative Support	\$115.00	<b>Geomatics / Survey &amp; Mapping</b>	
Senior Administrative Supervisor	\$120.00	2-Person Survey Crew	\$150.00
Administrative Department Manager	\$160.00	3-Person Survey Crew	\$180.00
Reproduction Support	\$60.00	4-Person Survey Crew	\$235.00
Information Systems I	\$95.00	Survey CADD / Technician	\$90.00
Information Systems II	\$105.00	Surveyor in Training / Technician II	\$100.00
<b>Graphic Design</b>		Surveyor in Training / Technician III	\$110.00
Graphic Designer I	\$55.00	Professional Surveyor & Mapper	\$135.00
Graphic Designer II	\$75.00	Surveyor Project Manager	\$160.00
Graphic Designer III	\$120.00	Senior Professional Survey & Mapper	\$200.00
<b>Technical Writing</b>		<b>Unmanned Autonomous System (UAS)</b>	
Technical Writer I	\$50.00	Unmanned Autonomous System (UAS) Operator	\$125.00
Technical Writer II	\$65.00	Unmanned Autonomous System (UAS) Technician	\$85.00
Technical Writer III	\$85.00	<b>Static Terrestrial Lidar</b>	
<b>Engineering</b>		3 Person Crew	\$170.00
Engineering Technician I	\$55.00	4 Person Crew	\$215.00
Engineering Technician II	\$65.00	5 Person Crew	\$250.00
Engineering Technician III	\$70.00	Mobile LIDAR Unit / Daily Rate	\$10,303.00
Engineering Technician IV	\$80.00	<b>Ground Penetrating Radar (GPR) Services</b>	
Engineering Technician V	\$90.00	GPR Technician Crew	\$105.00
Engineer I	\$90.00	2-Person GPR/Concrete Imaging Crew	\$185.00
Engineer II	\$95.00	<b>Subsurface Utility Engineering (SUE)</b>	
Engineer III	\$100.00	1-Person Utility Designate	\$110.00
Engineer IV	\$105.00	2-Person Utility Designate/Locate Crew	\$160.00
Engineer V (P.E.)	\$115.00	3-Person Vacuum Excavation S.U.E. Crew	\$210.00
Engineer VI (P.E.)	\$130.00	4-Person Vacuum Excavation S.U.E. Crew	\$270.00
Engineer VII (P.E.)	\$150.00	S.U.E. Project Manager	\$140.00
Engineer VIII (P.E.)	\$170.00	Utility Locate Technician	\$95.00
Chief Engineer I (P.E.)	\$190.00	Senior SUE Tech	\$110.00
Chief Engineer II (P.E.)	\$250.00	<b>Planning</b>	
<b>Environmental</b>		Planner I	\$75.00
Environmental Scientist I	\$70.00	Planner II	\$85.00
Environmental Scientist II	\$90.00	Planner III	\$100.00
Environmental Scientist III	\$110.00	Planner IV	\$115.00
Chief Environmental Scientist	\$125.00	Senior Planner I	\$125.00
Senior Ecologist	\$160.00	Senior Planner II	\$140.00
<b>GIS</b>		Senior Planner III	\$165.00
GIS Technician	\$60.00	<b>Designers</b>	
GIS Analyst I	\$75.00	Designer I	\$100.00
GIS Analyst II	\$90.00	Designer II	\$110.00
GIS Analyst III	\$125.00	Designer III	\$120.00
GIS Senior Project Manager	\$180.00	Designer IV	\$130.00
<b>CEI</b>		Designer V	\$140.00
Inspector I	\$56.00	<b>Management</b>	
Inspector II	\$76.00	Project Manager I	\$95.00
Senior Inspector I	\$88.00	Project Manager II	\$100.00
Senior Inspector II	\$106.00	Project Manager III	\$110.00
Contract Support Specialist	\$120.00	Senior Project Manager I	\$150.00
Project Administrator	\$135.00	Senior Project Manager II	\$180.00
Inspection Manager	\$155.00	Senior Project Manager III	\$200.00
Resident Engineer	\$185.00	Senior Project Manager IV	\$275.00
<b>NBIS - Bridge Inspection</b>		Supervising Engineer	\$180.00
NBIS Engineer	\$200.00	Department Managers I	\$180.00
NBIS Team Leader	\$155.00	Department Managers II	\$210.00
NBIS Team Member	\$80.00	Division Managers I	\$235.00
		Division Managers II	\$280.00
		Principals	\$325.00

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
EDA CONSULTANTS, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and EDA Consultants, Inc., 720 S.W. 2<sup>nd</sup> Avenue, Suite 300, South Tower, Gainesville, FL 32601, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Civil Engineering
- 2) Site Planning and Design
- 3) Storm Water and Flood Plain Management
- 4) Survey Services
- 5) Roadway and Bridge Design
- 6) Permitting (local, state and federal)
- 7) Project Planning and Management
- 8) Construction Engineering and Inspection (CEI)
- 9) Design of Parks and Recreational Facilities
- 10) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials



**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

EDA Consultants, Inc.  
720 S.W. 2<sup>nd</sup> Avenue  
Suite 300, South Tower  
Gainesville, FL 32601

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

# EXHIBIT "A"



## Hourly Rate Schedule

<b>Staff Type</b>	<b>Hourly Rate</b>
P.E. Principal	\$200.00
AICP, LEED AP Planner	\$150.00
Planner, AICP	\$100.00
Staff Assistant	\$ 45.00
Project Manager	\$100.00
P.E. – Staff I	\$ 85.00
P.E. – Staff II	\$100.00
CADD Technician	\$ 70.00
E.I.T.	\$ 60.00
Utility Locator	\$130.00
Field Crew (2-3 Persons)	\$130.00
Party Chief	\$130.00
Staff P.S.M.	\$ 75.00
Staff P.S.M. I	\$ 75.00
Staff P.S.M. II	\$110.00
Survey Technician	\$ 40.00
Project Designer	\$ 70.00
Project Engineer	\$ 60.00
Expert Witness	\$200.00

eda consultants inc. does not have a set minimum cost. Invoicing will be done monthly based on work completed.

Printing, overnight mailing, and other miscellaneous costs will be billed as direct reimbursable.

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
GEORGE F. YOUNG, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and George F. Young, Inc., 1905 South Main Street, Gainesville, FL, 32601-8429, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Roadway and Bridge Design
- 2) Storm Water and Flood Plain Management
- 3) Survey Services
- 4) Civil Engineering
- 5) Design of Parks and Recreational Facilities
- 6) Traffic Planning
- 7) Site Planning and Design
- 8) Funding Assistance
- 9) Permitting (local, state and federal)
- 10) Landscape Architecture

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

George F. Young, Inc.  
1905 South Main Street  
Gainesville, FL 32601-8429

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**Exhibit A | George F. Young, Inc. | Standard Rate Schedule |**  
 (Rates listed below are PER HOUR, unless otherwise noted)

Surveying & Mapping	Rate	Civil Engineering	Rate	Planning	Rate
Principal Surveyor	\$185.00	Principal Engineer	\$210.00	Principal Planner	\$175.00
Surveyor III	\$160.00	Engineer III	\$180.00	Planner III	\$150.00
Surveyor II	\$135.00	Engineer II	\$140.00	Planner II	\$120.00
Surveyor I	\$115.00	Engineer I	\$110.00	Planner I	\$90.00
Landscape Architecture	Rate	GIS	Rate	Ecology	Rate
Principal LA	\$175.00	GIS PM	\$155.00	Principal Ecologist	\$150.00
LA III	\$125.00	GIS III	\$130.00	Senior Ecologist	\$130.00
LA II	\$100.00	GIS II	\$95.00	Ecologist	\$95.00
LA I	\$90.00	GIS I	\$80.00		
Traffic Engineering	Rate	Technical Staff Designers	Rate	Survey Crews **	Rate
Principal Traffic Eng.	\$250.00	Designer III	\$120.00	4 Person Crew	\$230.00
Traffic Engineer III	\$200.00	Designer II	\$100.00	3 Person Crew	\$185.00
Traffic Engineer II	\$160.00	Designer I	\$80.00	2 Person Crew	\$140.00
Traffic Engineer I	\$120.00			1 Person Crew	\$90.00
Technicians	Rate	CEI Inspectors	Rate	Administrative Staff	Rate
Technician III	\$85.00	Inspector III	\$140.00	Principal	\$250.00
Technician II	\$70.00	Inspector II	\$120.00	Admin III	\$120.00
Technician I	\$60.00	Inspector I	\$90.00	Admin II	\$65.00
				Admin I	\$55.00

**\*\*Rates include transportation within a fifty (50) mile radius of office and basic equipment.**

**\*\*Rates do NOT include specialty equipment including boats. See equipment rates below.**

Subsurface Utility Designation and Location	Rate		Rate
Location Vac. Truck and Crew	\$2,176.00	Per Day	Principal Utility Manager \$185.00
Designation Truck and Crew including GPR	\$2,093.00	Per Day	Sr. Utility Project Manager \$150.00
Ground Penetrating Radar (GPR) with Operator	\$1,576.00	Per Day	Utility Project Manager \$125.00
Mobilization/Demobilization	\$300.00	Per Day	Sr. Utility Coordinator \$145.00
Maintenance of Traffic (MOT)***	\$400.00	Per Day	Utility Coordinator \$110.00

**\*\*\*Actual MOT Fee to be negotiated for each project based upon field conditions**

Specialty Survey Equipment	Rate		Rate
24 Foot Survey Boat	\$500.00	Per Day	ATV (4-wheel drive) \$150.00 Per Day
14 Foot or 17 Foot Survey Boat	\$125.00	Per Day	Odom Echotrac CV100 \$50.00 Per Day
Air Boat	\$250.00	Per Day	Trimble DGPS with Hypack \$125.00 Per Day
Robotic Total Station	\$15.00	Per Hour	Static Laser Scanner \$320.00 Per Day

Specialty Services	Rate		Rate
Drone Remote Pilot	\$165.00	Per Hour	Drone Visual Observer \$50.00 Per Hour

Legal Assistance	Rate
Engineering Preparation and/or Testimony	\$350.00
Survey Preparation and/or Testimony	\$315.00

**Per Diem (in Florida)** | Standard per diem rates published by gsa.gov plus lodging at cost

**Reimbursable Expenses** | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

**\*\*\*\* Standard rates are subject to annual increases. \*\*\*\***

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
GLE ASSOCIATES, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and GLE Associates, Inc., 2228 N.W. 40<sup>th</sup> Terrace, Suite C, Gainesville, FL, 32605, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSETH:

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

ARTICLE 3  
SERVICES/TASK ASSIGNMENTS

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

1) Environmental Engineering

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials rates for the Task Assignment that are expressed by Consultant in Exhibit "A." Consultant may not amend the time and materials rates contained in Exhibit "A" throughout the term of this Agreement or any extensions thereof. County acknowledges that adjustments to the services, schedule and compensation for any Task Assignment may be necessary based on circumstances; and any such adjustments shall be consented to in writing both Consultant and County. Consultant shall be authorized to proceed with services pursuant to any Task Assignment upon receipt of the fully executed Task Assignment. Consultant agrees to perform the services in consideration of the compensation described in each Task Assignment and in accordance with the terms of this Agreement.



**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

GLE Associates, Inc.  
2228 N.W. 40<sup>th</sup> Terrace  
Suite C  
Gainesville, FL 32605

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 11**  
**NO ASSIGNMENT**

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants not listed in Consultant's Proposal without written notice to and approval of such action by County.

**Exhibit A**  
**GLE Associates, Inc.**

**SCHEDULE OF FEES**  
**ENVIRONMENTAL ENGINEERING/FACILITIES CONSULTING SERVICES**

**Consulting and Training Services:** Time spent performing surveys, project management, report or specification preparation, meetings, training of personnel, etc.

A.	Florida Asbestos Consultant	Per Hour	\$135.00
B.	Certified Industrial Hygienist	Per Hour	\$145.00
C.	Senior Architect, RA	Per Hour	\$135.00
D.	Senior Engineer, PE	Per Hour	\$115.00
E.	Senior Environmental Geologist, PG	Per Hour	\$115.00
F.	Staff Engineer	Per Hour	\$80.00
G.	Staff Industrial Hygienist	Per Hour	\$80.00
H.	Staff Architect	Per Hour	\$80.00
I.	Staff Geologist	Per Hour	\$80.00
J.	Field Technician	Per Hour	\$75.00
K.	CADD	Per Hour	\$55.00
L.	Clerical	Per Hour	\$50.00

**Laboratory Services:**

<b>Transmission Electron Microscopy (TEM) Air Sample Analysis - AHERA</b>			
▪	TEM – 6 Hour	Each	\$125.00
▪	TEM – 24 Hour	Each	\$85.00
▪	TEM – 48 Hour	Each	\$75.00
<b>Phase Contrast Microscopy (PCM) Air Sample Analysis via NIOSH Method 7400</b>			
▪	PCM – Same Day	Each	\$15.00
<b>Phase Light Microscopy (PLM) Bulk Sample Analysis via EPA 60/R-93/116</b>			
▪	PLM – 24 Hour	Each	\$25.00
▪	PLM – 48 Hour	Each	\$20.00
▪	PLM – 72 Hour	Each	\$15.00
<b>Various Other TEM Methods of Asbestos Analysis</b>			
▪	Wipe Sample Analysis via ASTM D-6480-99, 24 Hour	Each	\$175.00
▪	Microvacuum Dust Analysis via ASTM D-5755-02, 24 Hour	Each	\$250.00
<b>Lead Paint Analysis</b>			
▪	Lead in Air, 24 Hour TAT	Each	\$15.00
▪	Lead in Paint, 24 Hour TAT	Each	\$15.00
▪	Lead Wipe, 24 Hour TAT	Each	\$15.00

**Other Services**

▪	Subcontract Services	Direct cost multiplied by 1.20
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**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
JBROWN PROFESSIONAL GROUP  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and JBrown Professional Group, 3530 N.W. 43<sup>rd</sup> Street, Gainesville, FL, 32606, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSETH:

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

**3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:**

- 1) Civil Engineering**
- 2) Site Planning and Design**
- 3) Permitting (local, state and federal)**
- 4) Storm Water and Flood Plain Management**
- 5) Roadway and Bridge Design**
- 6) Design of Parks and Recreational Facilities**
- 7) Survey Services**
- 8) Funding Assistance**
- 9) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)**
- 10) Project Planning and Management**
- 11) Traffic Planning**
- 12) Geological Surveying and Engineering**
- 13) Landscape Architecture**
- 14) Environmental Engineering**
- 15) Electrical Engineering (including Energy Management)**
- 16) Construction Engineering and Inspection (CEI)**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**

**3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to**

to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

JBrown Professional Group  
3530 N.W. 43<sup>rd</sup> Street  
Gainesville, FL 32606

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to

# EXHIBIT A



## JBrown Professional Group

CIVIL ENGINEERING • LAND SURVEYING • PLANNING

3530 NW 43rd Street • Gainesville, FL 32606 • 352.375.8999 • JBProGroup.com

### Hourly Rate Fee Schedule

(Effective November 16, 2020)

<u>Position</u>	<u>Hourly Rate</u>
<b><u>Civil Engineering</u></b>	
Principal Engineer	\$175.00
Project Manager	\$150.00
Project Engineer	\$125.00
Staff Engineer	\$105.00
Engineering Technician	\$ 75.00
Construction Manager	\$125.00
Land Planner	\$100.00
<b><u>Surveying</u></b>	
Principal Surveyor	\$105.00
3-Person Field Crew	\$150.00
2-Person Field Crew	\$130.00
1-Person Field Crew	\$100.00
Surveying Technician	\$ 75.00
<b><u>Administrative</u></b>	
Project Coordinator	\$ 70.00
Administrative Assistant	\$ 60.00
Intern	\$ 50.00

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
JONES EDMUNDS & ASSOCIATES, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Jones Edmunds & Associates, Inc. 730 N.E. Waldo Road, Gainesville, FL, 32641, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Roadway and Bridge Design
- 2) Storm Water and Flood Plain Management
- 3) Construction Engineering and Inspection (CEI)
- 4) Funding Assistance
- 5) Civil Engineering
- 6) Permitting (local, state and federal)
- 7) Site Planning and Design
- 8) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)
- 9) Design of Parks and Recreational Facilities
- 10) Project Planning and Management
- 11) Geological Surveying and Engineering
- 12) Environmental Engineering
- 13) Traffic Planning
- 14) Survey Services

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly



to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Jones Edmunds & Associates, Inc.  
730 N.E. Waldo Road  
Gainesville, FL 32641

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to

**Exhibit A  
Standard Hourly Rates  
Levy County RFQ 2020-01**

Labor Category	Hourly Rate
Project Officer	\$ 275
Senior Project Manager	\$ 248
Project Manager	\$ 187
Chief Engineer or Scientist	\$ 248
Senior Engineer	\$ 237
Senior Scientist	\$ 176
Project Engineer	\$ 187
Project Scientist	\$ 165
Engineer or Scientist	\$ 143
Engineer Intern (PhD)	\$ 132
Engineer Intern or Associate Scientist	\$ 110
Designer	\$ 132
Senior CADD Designer	\$ 127
CADD Designer	\$ 110
Senior CADD Technician	\$ 99
CADD Technician	\$ 88
Systems Analyst	\$ 187
Senior GIS Analyst or Senior GIS Programmer	\$ 143
GIS Analyst or Programmer	\$ 110
Senior GIS Technician	\$ 88
GIS Technician	\$ 77
Senior Database Administrator	\$ 187
Database Administrator	\$ 154
Environmental Data Analyst	\$ 99
Senior Field Technician Environmental	\$ 105
Field Technician Environmental	\$ 94
Senior Construction Administrator	\$ 176
Construction Administrator	\$ 154
Senior Field Representative Construction	\$ 116
Field Representative Construction	\$ 94
Construction Project Coordinator	\$ 83
Senior Administrative Assistant	\$ 94
Administrative Assistant	\$ 72
Senior Technical Editor	\$ 132

Travel – Company Vehicle – \$0.60/mile plus 15%

Travel – Personal Vehicle – IRS Standard Mileage Rate plus 15%

Subconsultants – Cost plus 15%

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Kimley-Horn and Associates, Inc., 747 Southwest 2<sup>nd</sup> Avenue, Suite 171, Gainesville, FL, 32601, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

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- 1) Roadway and Bridge Design**
- 2) Civil Engineering**
- 3) Traffic Planning**
- 4) Site Planning and Design**
- 5) Project Planning and Management**
- 6) Landscape Architecture**
- 7) Design of Parks and Recreational Facilities**
- 8) Permitting (local, state and federal)**
- 9) Storm Water and Flood Plain Management**
- 10) Environmental Engineering**
- 11) Funding Assistance**
- 12) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)**
- 13) Electrical Engineering (including Energy Management)**
- 14) Survey Services**
- 15) Geological Surveying and Engineering**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**

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**ARTICLE 8**  
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**ARTICLE 9**  
**NOTICES**

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If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Kimley-Horn and Associates, Inc.  
747 Southwest 2<sup>nd</sup> Avenue  
Suite 171  
Gainesville, FL 32601

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**NO CONTINGENT FEES**

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## EXHIBIT A

### KIMLEY-HORN AND ASSOCIATES, INC.

#### BILLING RATE SCHEDULE

<u>Classification</u>	<u>Rate</u>
Analyst	\$105 - \$135
Professional	\$145 - \$180
Senior Professional I	\$180 - \$250
Senior Professional II	\$240 - \$280
Senior Planner	\$180 - \$250
Senior Technical Support	\$110 - \$165
Support Staff	\$85 - \$105
Technical Support	\$95 - \$115

Effective through June 30, 2021; Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Subconsultants will be billed per the Contract

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
NORTH FLORIDA PROFESSIONAL SERVICES, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and North Florida Professional Services, Inc., 1450 S.W. SR 47, Lake City, FL 32025, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

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- 4) Storm Water and Flood Plain Management**
- 5) Construction Engineering and Inspection (CEI)**
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- 8) Project Planning and Management**
- 9) Civil Engineering**
- 10) Environmental Engineering**
- 11) Funding Assistance**
- 12) Traffic Planning**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**

**3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some**



this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

North Florida Professional Services, Inc.  
1450 S.W. SR 47  
Lake City, FL 32025

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.



# NFPS



PO BOX 3823  
LAKE CITY, FL 32056



PHONE (386) 752-4675  
FAX (386) 752-4674



www.nfps.net

## EXHIBIT A NFPS Hourly Rate Schedule

### DESIGN TEAM

	RATE
Principal Engineer (PE)	\$275.00
Sr. Professional Engineer (PE)	\$225.00
Project Engineer (PE)	\$175.00
Project Manager	\$130.00
Sr. Designer	\$90.00
Engineering Technician	\$75.00
CAD/Computer Technician	\$60.00
Sr. GIS Analyst	\$120.00
GIS Analyst	\$85.00
Sr. GIS Technician	\$70.00
GIS Technician	\$60.00

### CONSTRUCTION TEAM

	RATE
Sr. Prof. Construction Engineer (PE)	\$225.00
Project Administrator	\$115.00
Sr. Construction Inspector	\$90.00
Construction Inspector	\$75.00
Sr. Bridge Inspector	\$95.00
Bridge Inspector	\$85.00
Material Engineer (PE)	\$175.00
Materials Testing/Sampling Tech	\$90.00
Field Technician	\$65.00
Asphalt Plant Inspector	\$80.00

### SURVEY TEAM

	RATE
Professional Surveyor (PSM/PLS)	\$130.00
Survey Project Manager	\$105.00
Survey Technician	\$75.00
3-Man Survey Crew	\$210.00
2-Man Survey Crew	\$165.00
Maintenance of Traffic	\$250.00

### SUPPORT STAFF & MISC.

	RATE
Sr. Land Use Planner	\$130.00
Land Use Planner	\$90.00
Grant Administrator	\$100.00
Contract Support Specialist	\$90.00
RCS/EEO Specialist	\$80.00
Clerical	\$55.00
Water/Wastewater Plant Operator	\$80.00
Expert Witness	\$225.00

1/31/2020

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
PASSERO ASSOCIATES, LLC  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Passero Associates, LLC, 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSETH:

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

ARTICLE 3  
SERVICES/TASK ASSIGNMENTS

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Civil Engineering
- 2) Architectural Design
- 3) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)
- 4) Site Planning and Design
- 5) Storm Water and Flood Plain Management

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials rates for the Task Assignment that are expressed by Consultant in Exhibit "A." Consultant may not amend the time and materials rates contained in Exhibit "A" throughout the term of this Agreement or any extensions thereof. County acknowledges that adjustments to the services, schedule and compensation for any Task Assignment may be necessary based on circumstances; and any such adjustments shall be consented to in writing both Consultant and

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Passero Associates, LLC  
4730 Casa Cola Way  
Suite 200  
St. Augustine, FL 32095

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.



## EXHIBIT A

### BILLING HOURLY RATES

Principal	\$285.00
Department Manager	\$245.00
Project Manager	\$200.00
Engineer III	\$170.00
Engineer II	\$130.00
Engineer I	\$100.00
Planner III	\$155.00
Planner II	\$130.00
Planner I	\$95.00
Architect III	\$150.00
Architect II	\$120.00
Architect I	\$95.00
Sr. Owner Representative	\$125.00
Owner Representative	\$105.00
Administration / Grant Admin	\$75.00

**NOTE:**

Hourly Rate is fully burdened rate including overhead and profit.

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
TRC ENGINEERS, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and TRC Engineers, Inc., 13351 Progress Blvd., Suite A, Alachua, FL, 32615, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

ARTICLE 3  
SERVICES/TASK ASSIGNMENTS

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

1) Civil Engineering

3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

3.3 Each Task Assignment issued hereunder shall contain a description of the specific services required for that Task Assignment, and shall state the compensation to be paid to Consultant for such Task Assignment, and shall include a schedule for completing the services and providing any products pursuant to the Task Assignment. Each Task Assignment issued to Consultant by County shall become a part of this Agreement upon approval by both parties. Compensation for each Task Assignment will be based on time and materials using the hourly rates of Consultant, which are attached hereto as Exhibit "A" and by this reference incorporated herein. Compensation may be expressed in a not to exceed amount or some other form of compensation as consented to by Consultant and County in the applicable Task Assignment; provided that such compensation does not exceed estimates of time and materials rates for the Task Assignment that are expressed by Consultant in Exhibit "A." Consultant may not amend the time and materials rates contained in Exhibit "A" throughout the term of this Agreement or any extensions thereof. County acknowledges that adjustments to the services, schedule and compensation for any Task Assignment may be necessary based on circumstances; and any such adjustments shall be consented to in writing both Consultant and County. Consultant shall be authorized to proceed with services pursuant to any Task Assignment upon receipt of the fully executed Task Assignment. Consultant agrees to perform the services in consideration of the compensation described in each Task Assignment and in accordance with the terms of this Agreement.



ARTICLE 9  
NOTICES

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

TRC Engineers, Inc.  
13351 Progress Blvd.  
Suite A  
Alachua, FL 32615

ARTICLE 10  
NO CONTINGENT FEES

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11  
NO ASSIGNMENT

11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants not listed in Consultant's Proposal without written notice to and approval of such action by County.

EXHIBIT "A"

<b>JOB CLASS</b>	<b>HOURLY BILLING RATES (see notes below)</b>
CEI Inspector's Aide	\$43.92
CEI Secretary/Clerk Typist	\$51.36
CEI Asphalt Plant Inspector	\$75.68
CEI Inspector/Engineer Intern	\$78.39
CEI Assoc Contract Support Spec	\$82.44
CEI Senior Inspector/Senior Engineer Intern	\$87.85
CEI Contract Support Specialist	\$94.61
CEI Senior Inspector (Bridge, foundation, structures)	\$102.04
CEI Assist Proj Administrator/Project Engineer	\$102.71
CEI Project Administrator/CEI Project Engineer	\$125.69
CEI Consultant Scheduling Engineer	\$175.70
CEI Senior Project Engineer	\$193.94

**Notes:**

Rates include field equipment, vehicles, software, field testing equipment, field tools and supplies.

OT hours for hourly employee are billed at the rates shown.

These rates apply to both straight time and overtime. TRC does not bill for the premium part of overtime although hourly employees are compensated 1.5X pay rate for premium OT.

Field office, if required, is not included in these rates.

**TRC**

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
UNIVERSAL ENGINEERING SCIENCES, LLC  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Universal Engineering Sciences, LLC, 4475 S.W. 35<sup>th</sup> Terrace, Gainesville, FL 32608, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

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**ARTICLE 3**  
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**3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:**

- 1) Roadway and Bridge Design**
- 2) Storm Water and Flood Plain Management**
- 3) Project Planning and Management**
- 4) Construction Engineering and Inspection (CEI)**
- 5) Environmental Engineering**
- 6) Geological Surveying and Engineering**

**3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.**

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**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

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If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Universal Engineering Sciences, LLC  
4475 S.W. 35<sup>th</sup> Terrace  
Gainesville, FL 32608

**ARTICLE 10**  
**NO CONTINGENT FEES**

10.1 Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**EXHIBIT A**  
**UNIVERSAL ENGINEERING SCIENCES**  
**Gainesville/Ocala Branch Offices**  
**2020-2021 Fee Schedule**

<b>GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING SERVICES</b>		
<b>PROFESSIONAL AND TECHNICAL SERVICES</b>		
<b>Engineering/Environmental Services</b>		
Principal Engineer, P.E./Principal Geologist, P.G.	\$160.00	per hour
Senior Engineer, P.E./Senior Geologist, P.G./Senior Scientist	\$116.00	per hour
Project Engineer/Manager/Scientist	\$95.00	per hour
Staff Engineer/Scientist	\$80.00	per hour
Environmental Technician	\$74.00	per hour
Asphalt Plant Inspector	\$80.00	per hour
Senior Engineering Technician	\$65.00	per hour
Engineering Technician	\$55.00	per hour
<b>Support Services</b>		
CADD Operator	\$58.00	per hour
Technical Secretary	\$48.00	per hour
<b>DRILLING SERVICES</b>		
Mobilization/Demobilization - Drill Rig & Crew	\$400.00	lump sum
Standard Penetration Test Borings (ASTM D-1586), Truck Rig		
0 - 50 foot depth interval	\$12.00	per foot
51 - 100 foot depth interval	\$13.50	per foot
101 - 150 foot depth interval	\$17.00	per foot
Mobilization/Demobilization – Mud Bug Rig & Crew		
	\$500.00	lump sum
Standard Penetration Test Borings (ASTM D-1586), Mud Bug Rig		
0 - 50 foot depth interval	\$12.00	per foot
51 - 100 foot depth interval	\$13.50	per foot
101 - 150 foot depth interval	\$17.00	per foot
Difficult Access and Moving Mud Bug Rig between Borings	\$175.00	per hour
Grouting SPT Boreholes	\$4.00	per foot
Installation of Temporary Steel Casing (0 to 100 feet)	\$7.50	per foot

**EXHIBIT I**  
**UNIVERSAL ENGINEERING SCIENCES**  
**Gainesville/Ocala Branch Offices**  
**2020-2021 Fee Schedule**

Undisturbed Thin-Walled Tube Sampling	\$96.00	per tube
Auger Boring	\$10.00	per foot
Manual Auger Borings	\$55.00	per hour
Muck Probing		
2-Man Crew (\$450 minimum)	\$165.00	per hour
3-Man Crew (\$645 minimum)	\$235.00	per hour
2" Diameter Monitor Well Installation		
0 - 50 foot depth interval	\$26.50	per foot
51 - 100 foot depth interval	\$37.00	per foot
Dissipation Testing	\$170.00	per hour
Dilatometer Soundings (Does not include required senior technician hourly rate)	\$36.00	per foot
Permeability Tests - Field	\$450.00	each
Ground Penetrating Radar	\$2,900.00	per day
Electric Resistivity Imaging (ER)	\$2,900.00	per day
<b>LABORATORY TESTING</b>		
Atterberg Limits - Liquid Limit and Plastic Limit	\$90.00	per sample
Double Ring Infiltrometer Test	\$475.00	each
Grain Size Distribution	\$53.00	per sample
Percent Fines (Wash No. 200 Sieve)	\$37.00	per sample
Hydrometer Analysis with Grain Size Distribution	\$150.00	per sample
Organic Content Determination	\$42.00	per sample
Moisture Content	\$13.00	per sample
Specific Gravity (fine aggregate/soil)	\$85.00	per sample
Consolidation	\$560.00	per sample
with Hysteresis Loop	\$90.00	per loop
Swell Test	\$525.00	per sample
Permeability Tests - Laboratory		
Granular Soil (Constant Head)	\$150.00	per sample
Cohesive Soil (triaxial, back pressure saturated)	\$300.00	per sample
Triaxial Compression Test (R, S, T; included mohrs circle)	\$365.00	per sample

**EXHIBIT I**  
**UNIVERSAL ENGINEERING SCIENCES**  
**Gainesville/Ocala Branch Offices**  
**2020-2021 Fee Schedule**

with Back Pressure Saturation and pore pressure measurements, add	\$240.00	per sample
Unconfined Compression Tests	\$106.00	per sample
pH	\$32.00	per sample
Resistivity	\$62.00	per sample
Chloride	\$50.00	per sample
Sulfate or Sulfide	\$55.00	per sample
Corrosion Resistance (pH, R, Cl, Su)	\$185.00	per sample
Turbidity (sample FOB Laboratory)	\$38.00	per sample
<b>SOILS TESTING</b>		
Field Density Tests (minimum 3 tests per trip)	\$21.00	each
Sand Cone Density Tests	\$38.00	per sample
Limerock Bearing Ratio (LBR), 5 point	\$275.00	per sample
Standard or Modified Proctor	\$115.00	per sample
Relative Density Test (Minimum-Maximum)	\$196.00	each
California Bearing Ratio	\$300.00	per sample
Soil Plate Load Tests	\$850.00	each
<b>CONCRETE TESTING SERVICES</b>		
Concrete Cylinders		
Compression Tests of 4" x 8" Cylinders	\$15.00	per cylinder
Extra Slump Tests	\$20.00	each
Air Content Tests	\$25.00	each
Testing of Flexural Beams	\$45.00	per beam
Concrete Coring		
Mobilization for Coring	\$150.00	per trip
Obtaining and Testing Concrete Cores	\$93.00	each
Patching Cored Holes	\$12.00	each
Concrete Design Mixes	priced on request	
Concrete Ready Mix Plant or Job Inspection	\$58.00	per hour
Sieve Analysis, Fine or Coarse Aggregate	\$53.00	per sample
Absorption	\$51.00	per sample
Specific Gravity	\$83.00	per sample



**EXHIBIT I**  
**UNIVERSAL ENGINEERING SCIENCES**  
**Gainesville/Ocala Branch Offices**  
**2020-2021 Fee Schedule**

Unit Weight	\$38.00	per sample
Material Finer than No. 200 Sieve	\$37.00	per sample
Organic (Colometric ASTM C-40)	\$42.00	per sample
Los Angeles Abrasion	\$477.00	per sample
Soundness (5 cycle sodium sulphate)	\$636.00	per sample
Soundness (5 cycle magnesium sulphate)	\$636.00	per sample
<b>Floor Flatness/Levelness:</b>		
Equipment Charge	\$165.00	each
Up to 20,000 square feet	\$790.00	each
From 20,000 square feet to 40,000 square feet	\$1,310.00	each
Greater than 40,000 square feet	\$1,640.00	each
In-Situ Testing (Swiss Hammer, Windsor Probe, etc.): <b>Calibration &amp; Equipment Usage Minimum 2-Hours</b>	\$53.00	per hour
Windsor Probe Shots	\$45.00	per shot
Moisture Emissions	\$45.00	per kit
Moisture Emissions: Trip 1: Kit Installation ( minimum 2 hours) Trip 2: Kit Pick-Up & Calculations (minimum 2 hours)	\$55.00	per hour
<b>MASONRY TESTING SERVICES</b>		
Compressive Strength, ASTM C-140	\$60.00	each
Absorption and Moisture Content, ASTM C-140	\$55.00	each
Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$425.00	per set of 3
Compressive Strength of Hollow Masonry Prisms, ASTM E-477	\$115.00	per prism
Compressive Strength of Grouted Masonry Prisms	\$135.00	per prism
Testing 2" Masonry Mortar Cubes	\$16.00	per cube
Mortar Mix Design (ASTM C-270)		priced on request
Testing 3½" x 3½" x 7" Grout Prisms	\$16.00	per prism
<b>ASPHALTIC CONCRETE TESTING SERVICES</b>		
Asphaltic Concrete Plant Inspection (FDOT Certified)	\$80.00	per hour
Extraction and Gradation	\$196.00	per sample
Coring Pavement to Obtain Density and Thickness Samples (mobilization fee \$130)	\$55.00	per sample
Laboratory Testing of Asphaltic Cores for Density	\$35.00	per core

**EXHIBIT I  
UNIVERSAL ENGINEERING SCIENCES  
Gainesville/Ocala Branch Offices  
2020-2021 Fee Schedule**

<b>STRUCTURAL INSPECTION</b>		
Reinforcing Steel Inspector (4 Hour minimum)	\$85.00	per hour
Equipment Usage (Rebar Data Scan - 2 Hour minimum)	\$75.00	per hour
<b>Inspection and Analysis of Built-Up Roofing</b>		
Monitoring Construction	\$58.00	per hour
Analysis of New Built-Up Roofing Components (ASTM D-3617) - cutting and patching by Contractor	\$110.00	per sample
Analysis of Existing Built-Up Roofing Components (ASTM D-2829)	\$425.00	per sample
<b>Special Testing Services</b>		
Vibration Monitoring Equipment*	\$1,485.00	per month
* Cost for set-up & monitoring. Engineering Services will be invoiced additionally at standard unit rates.		

**ALL UNIT FEES ARE FOR NORMAL WORK HOURS, MONDAY THROUGH FRIDAY FROM 6:30 A.M. TO 4:30 P.M. DAILY. SATURDAY, SUNDAY AND HOLIDAYS WILL BE INVOICED AT THE STANDARD RATE PLUS 40 PERCENT.**

CONSTRUCTION SERVICES WILL BE INVOICED ON A PER TEST BASIS.

(1) Subcontracting Costs – 15% markup.

Professional consultations and meetings will be invoiced at our standard unit rates.

## ENGINEERS PROFESSIONAL LIBRARY

ENGINEERING FIRM	ADDRESS	EMAIL	CONTACT	TELEPHONE	HOURLY RATES
AE ENGINEERING, INC	219 NORTH NEWNAN STREET, 4TH FLOOR, JACKSONVILLE, FL 32202	<a href="mailto:CORY@AEENGINEERINGINC.COM">CORY@AEENGINEERINGINC.COM</a>	CORY NICHOLS, P.E.	904-614-4800	√
A/R/C ASSOCIATES, INC	601 N. FERN CREEK AVE., SUITE 100, ORLANDO, FL 32803	<a href="mailto:JJW@ARC-ARC.COM">JJW@ARC-ARC.COM</a>	JOSEPH J. WILLIASM	407-896-7875	√
ASR ENGINEERING INC	9720 N. ARMENIA AVE., SUITE F, TAMPA, FL 33612	<a href="mailto:ASR@ASRENGINEERING.NET">ASR@ASRENGINEERING.NET</a>	ALI S. RAHGOZAR, P.E.	813-935-7280	√
BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS	2074 CENTRE POINTE BOULEVARD, SUITE 200, TALLAHASSEE, FL 32308	<a href="mailto:DBARLOWE@BFBSA.COM">DBARLOWE@BFBSA.COM</a> ; <a href="mailto:CVARNEDOE@BFBSA.COM">CVARNEDOE@BFBSA.COM</a>	DOUG BARLOWE, AIA, PARTNER	850-224-6301	√
CARDNO, INC	380 PARK PLACE BLVD., SUITE 300, CLEARWATER, FL 33759	<a href="mailto:DOUG.STOKER@CARDNO.COM">DOUG.STOKER@CARDNO.COM</a>	DOUG STOCKER, VICE PRESIDENT	727-431-1550	√
CHEN MOORE AND ASSOCIATES, INC	341 NORTH MAITLAND AVE, SUITE 346, MAITLAND, FL 32751	<a href="mailto:RBEST@CHENMOORE.COM">RBEST@CHENMOORE.COM</a>	ROBERT BEST, P.E.	407-536-7970, EXT. 1201	√
CLEMONS RUTHERFORD & ASSOCIATES, INC	2027 THOMASVILLE ROAD, TALLAHASSEE, FL 32308	<a href="mailto:BRUTHERFORD@CRAARCHITECTS.COM">BRUTHERFORD@CRAARCHITECTS.COM</a>	WILLIAM D. RUTHERFORD, PRESIDENT	850-385-6153	√
DAVIS DINKINS ENGINEERING PA	2201 SE 30TH AVE., SUITE 302-1, OCALA, FL 34471	<a href="mailto:DAVIS@DINKINSENGINEERING.COM">DAVIS@DINKINSENGINEERING.COM</a> ; <a href="mailto:STEPHANIE@DINKINSENGINEERING.COM">STEPHANIE@DINKINSENGINEERING.COM</a>	DAVIS DINKINS, STEPHANIE TOORES	352-854-5961	√
DEWBERRY ENGINEERS INC	654 SE BAYA DRIVE, LAKE CITY, FL 32025	<a href="mailto:WMENADIER@DEWBERRY.COM">WMENADIER@DEWBERRY.COM</a>	WILLIAM A. MENADIER, PE	850-974-0162	√
DRMP	706 SW 4TH AVENUE, GAINESVILLE, FL 32601	<a href="mailto:CRISCHAR@DRMP.COM">CRISCHAR@DRMP.COM</a>	CHAD RISCHAR	352-256-6778	√
EDA CONSULTANTS, INC.	720 SW 2ND AVE., STE 300, SOUTH TOWER, GAINESVILLE, FL 32601	<a href="mailto:SREYES@EDAFL.COM">SREYES@EDAFL.COM</a>	SERGIO REYES	352-373-3541	√
GEORGE F. YOUNG, INC	1905 SOUTH MAIN ST, GAINESVILLE, FL 32601-8429	<a href="mailto:JDABKOWSKI@GEORGEFYOUNG.COM">JDABKOWSKI@GEORGEFYOUNG.COM</a>	JERRY DABKOWSKI	352-256-2603	√
GLE ASSOCIATES INC	2228 NW 40TH TERRACE, SUITE C, GAINESVILLE, FL 32605	<a href="mailto:PZAK@GLEASSOCIATES.COM">PZAK@GLEASSOCIATES.COM</a>	PAUL ZAK, CIH	352-335-6648	√
JBROWN PROFESSIONAL GROUP, INC	3530 NW 43RD ST., GAINESVILLE, FL 32606	<a href="mailto:JAY.BROWN@JBROGROUP.COM">JAY.BROWN@JBROGROUP.COM</a>	JAY BROWN, PE	OFFICE: 352-375-8999, CELL: 352-318-9462	√
JONES EDMUNDS & ASSOCIATES INC	730 NE WALDO ROAD, GAINESVILLE, FL 32641	<a href="mailto:JSBELL@JONESEDMUNDS.COM">JSBELL@JONESEDMUNDS.COM</a>	JAMIE SORTEVIK BELL, PE, CFM	352-377-5821	√
KIMLEY-HORN AND ASSOCIATES INC	747 SOUTHWEST 2ND AVE, SUITE 171, GAINESVILLE, FL 32601	<a href="mailto:CHRIS.TOWNE@KIMLEY-HORN.COM">CHRIS.TOWNE@KIMLEY-HORN.COM</a>	CHRIS TOWNE, P.E.	352-415-1936	√
NORTH FLORIDA PROFESSIONAL SERVICES INC	1450 SW SR 47, LAKE CITY, FL 32025	<a href="mailto:MCARTER@NFPS.NET">MCARTER@NFPS.NET</a>	MEGAN CARTER, ADMINISTRATIVE DIRECTOR	OFFICE: 386-752-4675, CELL: 386-365-3034	√
PASSERO ASSOCIATES, LLC	4730 CASA COLA WAY, SUITE 200, ST. AUGUSTINE, FL 32095	<a href="mailto:BWENTE@PASSERO.COM">BWENTE@PASSERO.COM</a>	BRADLEY J. WENTE	904-224-7089	√
TRC ENGINEERS INC	13351 PROGRESS BLVD., SUITE A, ALACHUA, FL 32615	<a href="mailto:MSIMMONS@TRCCOMPANIES.COM">MSIMMONS@TRCCOMPANIES.COM</a>	MIKE SIMMONS	813-459-3682	√
UNIVERSAL ENGINEERING SCIENCES, LLC	4475 SW 35TH TERRACE, GAINESVILLE, FL 32608	<a href="mailto:KBUTTS@UNIVERSALENGINEERING.COM">KBUTTS@UNIVERSALENGINEERING.COM</a> ; <a href="mailto:BDUNN@UNIVERSALENGINEERING.COM">BDUNN@UNIVERSALENGINEERING.COM</a>	KEITH L. BUTTS, P.E., BRITTANY DUNN	OFFICE: 352-372-3392, KEITHS CELL: 352-258-2710, BRITTANY'S CELL: 678-340-6760	√
WRIGHT-PIERCE, INC	601 SOUTH LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751	<a href="mailto:DENNIS.DAVIS@WRIGHT-PIERCE.COM">DENNIS.DAVIS@WRIGHT-PIERCE.COM</a>	DENNIS DAVIS, P.E.	407-710-9259	√

**AGREEMENT  
BETWEEN LEVY COUNTY  
AND  
WRIGHT-PIERCE, INC.  
FOR  
CONTINUING PROFESSIONAL SERVICES**

This Agreement is made and entered into by and between Levy County, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (hereinafter referred to as "County"), and Wright-Pierce, Inc., 601 South Lake Destiny Road, Suite 290, Maitland, FL, 32751, (hereinafter referred to as "Consultant" or "Contractor") on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**WITNESSETH:**

WHEREAS, County issued Request for Qualifications RFQ\_2020\_001 for continuing Professional Services for a variety of projects and in a variety of professional service disciplines ("RFQ\_2020\_001"), in accordance with the provisions of Section 287.055, Florida Statutes; and

WHEREAS, Consultant submitted a response to RFQ\_2020\_001 (the "Proposal"), and was subsequently selected by County as one of the firms to enter into a contract to provide services requested by RFQ\_2020\_001 by Task Assignment (as that term is described in RFQ\_2020\_001); and

WHEREAS, County desires to acquire professional services from Consultant, and Consultant desires to provide such services in accordance with RFQ\_2020\_001, and Consultant's proposal, this Agreement, applicable Tasks Assignments (if any), and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, County and Consultant agree as follows:

**ARTICLE 1  
INCORPORATION OF DOCUMENTS**

1.1 RFQ\_2020\_001, consisting of pages 1 through 42 and including RFQ\_2020\_001, and the Addenda to RFQ\_2020\_001 dated August 14, 2020, August 25, 2020 and August 27, 2020, issued by County, and the Proposal submitted by Consultant, all filed with the Procurement Department of Levy County, are hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

**ARTICLE 3**  
**SERVICES/TASK ASSIGNMENTS**

3.1 Consultant's services hereunder will be provided in one or more of the professional services disciplines set forth in RFQ\_2020\_001 and as set forth in this section. The professional services disciplines to be provided by Consultant are as follows, appearing in descending order of ability of Consultant:

- 1) Funding Assistance
- 2) Construction Engineering and Inspection (CEI)
- 3) Electrical Engineering (including Energy Management)
- 4) Mechanical Engineering
- 5) Permitting (local, state and federal)
- 6) Environmental Engineering
- 7) Civil Engineering
- 8) Architectural Design
- 9) Project Planning and Management
- 10) Site Planning and Design
- 11) Storm Water and Flood Plain Management
- 12) Design of Parks and Recreational Facilities
- 13) Roadway and Bridge Design
- 14) Traffic Planning
- 15) Survey Services
- 16) Geological Surveying and Engineering
- 17) Landscape Architecture
- 18) Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)

Sustainability Services (Design/Engineering for "Green" and Sustainable Projects)3.2 Based upon the needs of County for any of the services described herein, and County's determination to acquire those services from Consultant, County will issue a Task Assignment to Consultant for the specific services needed. Issuance of a Task Assignment to Consultant for any needed services will be based on the County's sole judgement and discretion, in a non-competitive determination, taking into consideration the order of Consultant's abilities to provide the services as provided to County herein, Consultant's familiarity with the geographical area of a project, past performance, availability and ability of professional personnel for the services, ability to perform tasks in a timely manner, and the volume of work awarded to each consultant qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreement with such consultant (including Consultant), with object of effecting an equitable distribution of Tasks Assignments among all consultants qualified to provide services pursuant to RFQ\_2020\_001 and resulting agreements with such consultants.

subconsultant or subcontractor engaged by Consultant, as applicable to that subconsultant's or subcontractor's profession.

7.2 Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

**ARTICLE 8**  
**COUNTY PROPERTY**

8.1 All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

**ARTICLE 9**  
**NOTICES**

9.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

Wright-Pierce, Inc.  
601 South Lake Destiny Road  
Suite 290  
Maitland, FL 32751

**Exhibit A:  
Wright-Pierce, Inc.  
Hourly Rates & Expenses**



# Standard Job Class Wage Rates

Classification	Rate/hour	Description
Principal Engineer	\$230	Officer-in-charge for executing contracts. Also includes QA/QC Engineers for reviewing the technical aspects of the projects.
Sr. Professional Engineer	\$200	Lead Project Engineer responsible for the technical aspects of the project. Engineer-of-Record for various disciplines within each project. Coordinates with task leaders and junior staff. Includes lead Process, Structural, Instrumentation, Electrical, Civil, and HVAC engineers.
Sr. Project Manager	\$200	Responsible for overall execution of the project, including coordination, QA/QC, scope, schedule, budget. For multi-discipline or complex tasks under this contract.
Project Manager	\$170	Responsible for overall execution of the project, including coordination, QA/QC, scope, schedule, budget.
Engineer III	\$150	Registered Professional Engineer with 8-12 years of experience. Responsible for leading major tasks and design of complex systems. This includes coordinating with junior staff and ensuring QA/QC reviews are completed.
Engineer II	\$130	Registered Professional Engineer with 4-7 years of experience. Responsible for leading tasks and coordinating with junior staff.
Engineer I	\$110	Engineer with 0-3 years. Charged with various aspects of project execution, including construction administration and observation.
Architect	\$160	Registered professional architect for building designs.
GIS Specialist	\$110	Responsible for performing geographic information system (GIS) related work including database management and manipulations, special reconciliations, data analysis, data entry forms, and other similar work.
Field Service Technician/ Resident Project Representative	\$85	Responsible for miscellaneous field work including I/I field testing, hydrant flow tests, lift station drawdown tests, manhole inspections, and CCTV inspections. This category covers the main field staff assigned for the RPR portion of CEI services.

Listed rates are for the calendar year 2021. Wright-Pierce may request an increase to certain rates on an annual basis based on approval by Levy County.



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**Standard Job Class Wage Rates**

Classification	Rate/hour	Description
Sr. Designer	\$100	Responsible for coordinating all disciplines CAD designs and review of CAD design work. Performing 3D models and designs for projects. Ensure adherence to internal standards and quality control.
CADD Designer	\$85	Responsible for coordinating all disciplines CAD designs. Performing 3D models and designs for projects. Civil3D network building.
Clerical	\$75	Reviewing documents for quality; compiling and cataloging specifications, reports, and plans; maintaining logs (tracking) for construction submittals.

Listed rates are for the calendar year 2021. Wright-Pierce may request an increase to certain rates on an annual basis based on approval by Levy County.

# Non-Labor Rates & Reimbursable Expenses

Description/Equipment	Job Cost Rate Per Unit
Air Blowers w/ducts	\$20/day, \$100/wk
CADD Bond	\$0.15/sq. ft.
Confined Space Entry Equip.	\$75/day, \$150/wk
Drone	\$500/hr
Dye Tabs	\$2/each
Field Note Books	\$10 each
Field Van/Truck	\$165/day
Gas Meter only	\$40/day, \$140/wk
GIS/KEY Software	\$70/hr
GPS	\$15/day
iPad	\$5/day
ISCO Flow Meter	\$40/day, \$150/wk
Liquid Smoke	\$75/gal
Magnetic Manhole Lifter	\$20/day, \$75/wk
Manhole Smoke Blower	\$25/day, \$100/wk
Meals and Tips	At Cost

Listed rates are for the calendar year 2021. Wright-Pierce may request an increase to certain rates on an annual basis based on approval by Levy County.

**Non-Labor Rates & Reimbursable Expenses**

Description/Equipment	Job Cost Rate Per Unit
Mileage	IRS Rate
Mylar	\$1.00 sq. ft.
Photocopies	\$0.10/copy
Pipe Mic	\$10/day, \$40/wk
Pipelogix Software	\$2.75/hr
Pneumatic slug assembly	\$50/day
Pole Camera	\$300/day, \$1100/wk
Postage	At Cost
Pressure Recording Gauge	\$40/day
Pressure Transducer (1 unit)	\$200/wk, \$375/mo
Printing/Reproduction Cost	At Cost
Rental Vehicles	At Cost
Room	At Cost
Temperature Probe	\$5/day
Water Level Meter	\$20/day

Listed rates are for the calendar year 2021. Wright-Pierce may request an increase to certain rates on an annual basis based on approval by Levy County.