

**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 8th day of December, 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

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) Roadway and Bridge Design
- 2) Site Planning and Design
- 3) Permitting (local, state and federal)
- 4) Storm Water and Flood Plain Management
- 5) Construction Engineering and Inspection (CEI)
- 6) Survey Services
- 7) Design of Parks and Recreational Facilities
- 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

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:

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.

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: 12/8/2020

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

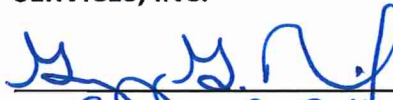
for 
Chanda Jordan, Deputy Clerk
Danny Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

**NORTH FLORIDA PROFESSIONAL
SERVICES, INC.**



By: Gregory G. Bailey, P.E.

Title: President

Date: 12/10/2020

ATTEST/WITNESS:


Secretary of Corporation



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	SURVEY TEAM	RATE
Principal Engineer (PE)	\$275.00	Professional Surveyor (PSM/PLS)	\$130.00
Sr. Professional Engineer (PE)	\$225.00	Survey Project Manager	\$105.00
Project Engineer (PE)	\$175.00	Survey Technician	\$75.00
Project Manager	\$130.00	3-Man Survey Crew	\$210.00
Sr. Designer	\$90.00	2-Man Survey Crew	\$165.00
Engineering Technician	\$75.00	Maintenance of Traffic	\$250.00
CAD/Computer Technician	\$60.00		
Sr. GIS Analyst	\$120.00	SUPPORT STAFF & MISC.	RATE
GIS Analyst	\$85.00	Sr. Land Use Planner	\$130.00
Sr. GIS Technician	\$70.00	Land Use Planner	\$90.00
GIS Technician	\$60.00	Grant Administrator	\$100.00
		Contract Support Specialist	\$90.00
CONSTRUCTION TEAM	RATE	RCS/EEO Specialist	\$80.00
Sr. Prof. Construction Engineer (PE)	\$225.00	Clerical	\$55.00
Project Administrator	\$115.00	Water/Wastewater Plant Operator	\$80.00
Sr. Construction Inspector	\$90.00	Expert Witness	\$225.00
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		

1/31/2020