

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is entered into between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the "County") and CLEMONS, RUTHERFORD & ASSOCIATES, INC., a Florida Profit Corporation whose FEIN is 59-1566490 (the "Consultant"), effective as of the date signed by the last party below (the "Effective Date").

### **RECITALS:**

WHEREAS, on December 11, 2024, County issued Request for Qualifications No. 2025\_002 for the described services in Article 2 below (the "RFQ") in accordance with the Consultants' Competitive Negotiation Act ("CCNA") Section 287.055, Florida Statutes and other applicable law and County procurement policies and procedures;

WHEREAS, Consultant submitted a response to the RFQ and was selected by County to provide the services; and

WHEREAS, County desires to acquire planning and design for a future new Levy County Public Safety Complex/Emergency Operations Center ("Complex") and related services from Consultant, and Consultant desires to provide such services in accordance with the RFQ, Consultant's Response, applicable provisions of Agreement Number F0138 between the Florida Division of Emergency Management and the County dated July 26, 2024 (herein "FDEM Agreement") for funding for the Architectural and Engineering Planning and Design of the Complex (herein "the Project"), and subsequent negotiations between parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

### **ARTICLE 1 – INCORPORATION OF DOCUMENTS**

1.1 The RFQ consisting of 65 pages, addenda dated December 12, 16, and 19, 2024, and January 10, 2025 (the "Addenda") and the response submitted by the Consultant dated January 16, 2025 (the "Response"), and the FDEM Agreement, all of which are on file in the County Procurement Department, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order:

- 1) The FDEM Agreement;
- 2) This Agreement;
- 3) RFQ\_2025\_002 and the Addenda issued thereto; and
- 4) The Response submitted by Consultant dated January 16, 2025.

### **ARTICLE 2 – SCOPE OF SERVICES**

2.1 The Project consists the Scope of Services as set forth in Section RQ-04 of RFQ\_2025\_002, which is incorporated herein by this reference, and may include those Supplemental Services described in Consultant's Fee Estimate set forth in Exhibit "A" attached hereto.

2.2 The County hereby approves the following Supplemental Services as set forth in Exhibit "A" hereto: Services 1, 3, 4, 7, 10, 12, 14, 16, 17, 19, 22, 33, 36, 39, 45, 47, 58, and 62 . County shall provide Consultant written approval for any further Supplemental Services set forth in Exhibit "A" prior to Consultant's commencement of provision of any such Supplemental Service.

### ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES

3.1 Consultant shall perform the Scope of Services in strict accordance with the provisions of this Agreement and with such professional care, technical skill, ability and diligence as required of similar Consultants having the level of skill, expertise and specialized knowledge, as represented to County to be possessed by Consultant.

3.2 Consultant agrees that, to the best of its ability, the key personnel identified in the Response will be retained by Consultant throughout the term of this Agreement. If Consultant is unable to retain any of the key personnel identified in its Response, it shall provide prompt notice including the names and qualifications of the replacement personnel to the County.

3.3 Consultant shall obtain and maintain throughout the term of this Agreement, all necessary licenses and permits as required by law, including, but not limited to, being licensed pursuant to Chapter 471, Florida Statutes.

3.4 Consultant shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to performance of this Agreement.

3.6 As required by 119.0701, Florida Statutes, the following notice is given regarding the Consultant’s duty to comply with Florida’s public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Consultant shall:

3.6.1. Keep and maintain public records required by County to perform the services;

3.6.2. 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;

3.6.3. 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

3.6.4. 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 requests from County’s custodian of public records, in a format that is compatible with the information technology systems of County.

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. For the purposes of this Agreement, the term “custodian of public records” shall mean the County Manager or his/her designee.

**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

3.7 Consultant shall comply with any and all provisions contained in the FDEM Agreement (a complete copy of which has been provided to the Consultant) that apply to a Consultant, subconsultant, or any other party working on the Project. In addition, Consultant shall cooperate with and assist County in its compliance with FDEM Agreement. These obligations include, but are not limited to: Completing tasks and deliverables in accordance with the Project schedule and within the pricing outlined in the Grant Agreement, submitting necessary documentation for payment, maintenance of required insurance coverage, indemnification, maintenance of records and access to same for audit purposes and compliance with audit requirements.

3.8 Consultant shall perform all Basic Services set forth in Exhibit “A” without further authorization from the County. Consultant shall be responsible for securing written approval from County of all Supplemental Services set forth in Exhibit “A” prior to commencing provision of said Supplemental Service.

3.9 Consultant agrees that the Project Manager for the term of this Agreement shall be:

Will Rutherford  
2027 Thomasville Road  
Tallahassee, FL 32308  
Phone: 850-385-6153  
Email: wrutherford@craarchitects.com

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

**ARTICLE 4 – COUNTY’S RESPONSIBILITIES**

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

4.2 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 judgement before relying on such materials.

4.3 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 5 – TERM/TERMINATION**

5.1 The term of this Agreement shall begin on the Effective Date and shall continue until the Consultant completes all services and provides all products contained in the Scope of Services and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

5.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days' advance written notice to Consultant. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days' advance written notice to Consultant, which notice specified the cause of termination and allows the Consultant a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances; funds necessary to pay for the Consultant's services are no longer available, the Consultant is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Consultant fails to comply with Florida's public records laws.

5.3 In the event of termination, Consultant shall be entitled to compensation for services rendered and costs incurred 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 work product prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

5.4 Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Consultant and the County may reasonable withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from the Consultant is determined.

#### **ARTICLE 6 – PAYMENT**

6.1 County shall pay the Consultant, based on the Tasks or sub-Tasks completed by Consultant or percentage of completion of the entire Project, as set forth in the Scope of Services and the List of Supplemental Services and Reimbursables set forth in Exhibit "A" hereto. The total compensation to Consultant shall not exceed One Million Twenty-Eight Thousand Eight Hundred One Dollars and 20/100s (\$1,028,801.20). In accordance with Section 287.055, Florida Statutes, signature of this Agreement by Consultant shall serve as the execution of a truth-in-negotiation certificate stating that wage rates and other factual costs supporting the compensation due under this Agreement are accurate, complete, and current at the time of contracting. The original 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 termination of this Agreement.

6.2 Consultant shall submit invoices for services rendered on a monthly basis to the County Procurement Department for processing. Invoices must be detailed as to nature of services performed with reference to the Scope of Services. Invoices must include a summary of any amounts previously billed and any credits for amounts previously paid.

6.3 Consultant acknowledges that each invoice will be reviewed by the Procurement Coordinator or designee. Should the Procurement Coordinator or designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust invoice accordingly. However, Consultant is entitled to payment of any portion of an invoice that is not in dispute.

6.4 County shall pay Consultant's monthly invoices in accordance with the Florida Local Government Prompt Payment Act.

6.5 The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission. 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 the 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 7 - STANDARDS AND CORRECTIONS**

7.1 Consultant shall perform or furnish to County all services for the Project to a level of technical skill, ability, and diligence as required of professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Consultant. All services shall be provided in accordance with the standards of professional engineering practice 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(s) engaged by Consultant.

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 subconsultant(s) 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. The provisions of this section shall survive the termination of this Agreement.

#### **ARTICLE 8 - COUNTY PROPERTY**

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. If requested, Consultant shall deliver the documents to the County within fifteen (15) calendar days. Any use for other than for the specific project for which such items were created shall be at sole risk of County. Any other use by Consultant or

other parties requires prior written approval by the County, which may be granted or denied in the sole discretion of the County.

**ARTICLE 9 – NOTICES AND SERVICE**

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 Manager  
P.O. Box 310  
Bronson, FL 32621

If to Consultant:

William D. Rutherford, AIA  
2027 Thomasville Road  
Tallahassee, FL 32308

Service of process may be made to Consultant’s Registered Agent:

William D. Rutherford, AIA  
3774 Southwest Sundown Creek Road  
Greenville, FL 32331

**ARTICLE 10 - NO CONTINGENT FEES**

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 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without prior written approval of County.

11.2 Consultant shall not subcontract any services or work to be provided to County that is not already set forth in Consultant’s response dated January 16, 2025, without the prior written approval of the County. The County reserves the right to accept the use of a subconsultant or subconsultant or to reject the selection of a particular subconsultant or subconsultant and to inspect all facilities of any subconsultants in order to determine the capability of the subconsultant or subconsultant to perform properly under this Agreement. The County’s acceptance of a subconsultant or subconsultant shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

**ARTICLE 12 - INDEMNIFICATION**

12.1 The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County’s elected officials, officers, agents, and employees 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 or its officers, agents or employees in performance or non-performance of its obligations under an 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 valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation 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 provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event that Consultant qualifies as a "design professional" and the performance of services under this Agreement constitutes a "professional services contract" (as those terms are defined in Section 725.08, Florida Statutes) the following will replace the foregoing indemnification provisions: Consultant 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 Consultant and other persons employed or utilized by Consultant in the performance of Consultant's services under this Agreement.

12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

12.3 The provisions of this Article shall survive the termination of the Agreement.

#### **ARTICLE 13 - INSURANCE**

Before performing any work, the Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Consultant will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the RFQ/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, 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. Any and all deductibles to any insurance policy shall be the responsibility of the Consultant. Said insurance coverages procured by Consultant 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 County 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 as follows:

- A. Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. Professional Liability Insurance:** Coverage of a minimum two-hundred and fifty thousand dollars (\$250,000) in coverage for this project.
- C. Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- D. Commercial General Liability – Occurrence Form Required:** Commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operation aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, product and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.
- E. Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

#### **ARTICLE 14 - CONTACT PERSONS**

Upon written request of Consultant, the County Manager shall designate one or more County employee(s) to whom all communication pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

#### **ARTICLE 15 - SEVERABILITY**

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. 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 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it

becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

#### **ARTICLE 17 - INDEPENDENT CONSULTANT**

Consultant enters into this Agreement as, and shall continue to be, an independent Consultant. All services shall be performed only by Consultant and its employees, subconsultants and subconsultants. Under no circumstances shall Consultant, its employees, subconsultants or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Consultant, nor any of and its employees, subconsultants and subconsultants, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant's expense, and in Consultant's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

#### **ARTICLE 18 - THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

#### **ARTICLE 19 – MISCELLANEOUS PROVISIONS**

19.1. The County and/or its designee shall have the right at its sole expense to audit the compliance by the Consultant with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after expiration or termination of this Agreement. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

19.2. If it is discovered that Consultant provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Consultant and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

19.3. Consultant agrees to pay all sales, use, or other taxes, assessments, and other similar charges when due now or in the future, required by any local, state, or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Consultant further agrees that it shall protect, reimburse, and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

## ARTICLE 20 – FEDERAL AND STATE PROVISIONS

20.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Consultant shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

20.1.1. 2 CFR Part 25.110

20.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

20.1.3. Executive Orders 12549 and 12689

20.1.4. 41 CFR Part 60-1(a) and (d)

20.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

20.2. Nondiscrimination Acts and Authorities. For all federally funded work, Consultant agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

20.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

20.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

20.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

20.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

20.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

20.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

20.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

20.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

20.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public

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

20.2.10. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

20.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

20.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

20.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

20.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their subcontractors’ compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work, the Consultant agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

20.3.1. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

20.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

20.3.3. Information and Reports. The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

20.3.4. **Sanctions for Noncompliance.** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

20.3.5. **Incorporation of Provisions.** The Consultant will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the County to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

20.4. **Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733).** For all federally funded work, Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement. The Consultant must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

20.5. **Conflict of Interest (2 CFR § 200.112).** For all federally funded work, the Consultant must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Consultant is unable, or potentially unable, to render impartial assistance or advice; (ii) A Consultant's objectivity in performing the work is or might be otherwise impaired; or (iii) The Consultant has an unfair competitive advantage.

20.6. **Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182.** To the extent applicable, Consultant must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

20.7. **Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375).** For all federally funded work, the Consultant agrees as follows: (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

20.8. Minority/Women Business Enterprise. For all federally funded work, Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the Consultant shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)

Florida Department of Transportation

Minority Business Development Center in most large cities and

Local Government M/DBE programs in many large counties and cities

20.9. Procurement of Recovered Materials. For all federally funded work, Consultant must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during 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 EPA guidelines.

20.10. Environmental and Energy Policies. For all Work Authorizations over the micro-purchase threshold, the Consultant and subcontractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

20.11. Clean Air Act and Federal Water Pollution Control Act. In all Work Authorizations funded in excess of \$150,000, the Consultant shall comply with the Clean Air Act as set forth below.

20.11.1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

20.11.2. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

20.11.3. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

20.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

20.12.1. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

20.12.2. By entering this Agreement, Consultant has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

20.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20.12.4. Certification Instructions

20.12.4.1. By signing this Agreement, the Consultant, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

20.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the

prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

20.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

20.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

20.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

20.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

20.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

20.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

20.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

20.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

20.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

20.12.5.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

20.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Consultant agrees to comply with all provisions of the Davis Bacon Act as amended. Consultants are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the agreement. The decision to award a Contract shall be conditioned upon the acceptance of the wage determination.

20.14. Federal Lobbying. If applicable as set forth in any contract, Consultant who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Consultant.

20.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Consultant shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Consultant is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

20.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable contracts issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Consultant and all subcontractors and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

20.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for a Work Authorization meets the definition of “funding agreement” under 37 CFR § 401.2, Consultant may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

20.18. Access to Records and Reports. Consultant will make available to the County’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller

General of the United States, County, County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Consultant that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Consultant's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

20.19. Record Retention (2 CFR § 200.33). Consultant will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

20.20. Federal Changes. Consultant will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

20.21. Termination for Default (Breach or Cause). If Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

20.22. Termination for Convenience. For any Work Authorization issued over the micro-purchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated.

20.23. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Consultant will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20.24. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The County will not issue contracts containing Federal funding on a cost-plus percentage of cost basis.

20.25. Trafficking Victims Protection Act (2 CFR Part 175). Consultant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Consultant from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Consultant's violating this provision, without penalty.

20.26. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

20.27. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Consultants shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:

20.27.1. Buy American Certificate (FAR 52.225-2) Consultant certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Consultant shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

20.27.2. Foreign End Products: Line Item No. Country of Origin

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20.27.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

20.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Consultant and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

20.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Consultant and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

20.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Consultant shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

20.31. Federal Awardee Performance and Integrity Information System (FAPIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Consultant shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

20.32. Never Contract With The Enemy (2 CFR Part 183). For contracts funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Consultant must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

20.33. Federal Agency Seals, Logos and Flags. Consultant shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

20.34. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from a resulting contract.

20.35. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.

20.36. Environmental Protection Agency General Terms and Conditions. This Agreement is subject to the EPA General Terms and Conditions and any federal grant funding award document. The most recent version of the EPA General Terms and Conditions is available at: [https://www.epa.gov/system/files/documents/2024-10/fy\\_2025\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2024\\_or\\_later.pdf/](https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf/)

20.37. As a mandatory condition precedent to entering into this Agreement and in compliance with Section 448.095, Florida Statutes, Consultant and any of its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the

subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. If the County, Consultant, or any subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, then they shall terminate the contract with the person or entity. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Florida Statute. Consultant acknowledges that upon termination of this Agreement by the County for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section. Consultant or any of its subcontractors shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

20.38. Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County's option if it is discovered that the Consultant submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

20.39. As required by Section 287.133(3)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Bids, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

20.40. As required by Section 287.134(2), Florida Statutes: "(a)An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." And "(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from,

award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.”

20.41. Pursuant to Section 255.0993, Florida Statutes, any iron or steel product permanently incorporated into the project must be produced in the United States.

20.42. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Consultant must attest under the penalty of perjury that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit B.

20.43. Pursuant to Section 287.135, Florida Statutes, contracting with any entity that is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or other or that is engaged in the boycott of Israel, that is listed on the Scrutinized Companies with Activities in Sudan List, that is listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations in Cuba or Syria (collectively the “Scrutinized Companies’ Lists”) is prohibited. Consultant shall certify that the company is not on any of the Scrutinized Companies’ Lists. If this Agreement is for One Million Dollars (\$1,000,000) or more, it may be terminated at the County’s option if it is discovered that the Consultant submitted false documents of certification or is listed on any of the Scrutinized Companies’ Lists. If this Agreement is less than One Million Dollars (\$1,000,000), this Agreement may also be terminated at the County’s option if the company is listed on the Scrutinized Companies or Other Entities that Boycott Israel List or engaged in the boycott of Israel. By entering into this Agreement, Consultant is certifying that they are not on any of the Scrutinized Companies’ Lists and are not participating in a boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to Consultant of the County’s determination concerning the false certification. Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If Consultant does not demonstrate that the County’s determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies.

20.44. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual’s personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual’s personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Consultant, is attached hereto as Exhibit C.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

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

\_\_\_\_\_  
Desiree Mills, Chair

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

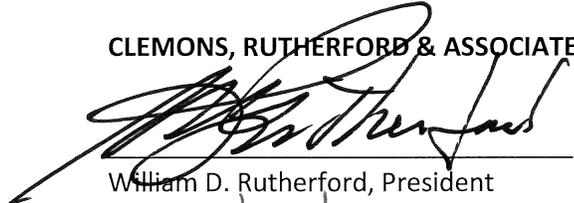
ATTEST: Danny Shipp, Clerk of the  
Circuit Court and Ex-Officio Clerk of  
the Board of County Commissioners

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

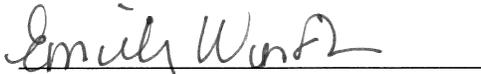
\_\_\_\_\_  
Heather J. Encinosa, Interim County Attorney

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

  
\_\_\_\_\_  
William D. Rutherford, President

Date: 1/14/2020

ATTEST/WITNESS

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

**Exhibit A**  
**Fee Estimate**

**EXHIBIT 'A' - Phase 1**  
**Remodel Existing EOC and Build New EOC and EOC Logistics**  
**Owner - Architect Professional Services Agreement Between Levy County and CRA**  
List of Supplemental Services, and Reimbursables

12/4/2025

	Description	Responsibility (CRA-Architect, Owner, TBD-To be determined, or NP-Not Provided by Architect)	Fee Structure	Estimated Fees
1	Programming - narrative or plan form	*CRA	Lump Sum	\$20,895.00
2	Multiple preliminary designs	NP		
3	Land Survey Services - Topographical Survey - Limited site specific survey	*CRA	Lump sum	Included in Item #14
4	Geotechnical Services - Soil borings for bldg and paving recommendations	*CRA	Cost Plus	\$12,000.00
5	Utility Location Services - Limited Level 'B' - Excludes soft digs, GPR, and vertical location of services.	NP		
6	Ground penetrating Radar - i.e. Radar used to evaluate underground conditions.	NP		
7	Existing Conditions Architectural Base Drawings - Limited conversion of prints to CAD dwgs if available. Limited architectural and MEP field investigations.	*CRA	Lump Sum	\$12,450.00
8	Structural review of existing building.	*CRA	Cost Plus	\$6,000.00
9	Economic Feasibility Studies - Review the Financial Viability of a project.	NP		
10	Permitting/Review Fees of Authority Having Jurisdiction, AHJ's - Water Management, Local Site, DEP, DOT	*CRA	Cost Plus	\$8,000.00
11	Planning and Zoning - Review of setback requirements, request for variance if required.	NP		
12	Owner- Equip. / Consultant Coordination: reviewing and coordinating with Owner supplied equipment/vendor.	*CRA	Lump Sum	\$2,475.00
13	Schedule and Monitoring - Detailed Scheduling and Monitoring of Contractors Forces is not provided.	NP		
14	Civil Design - Grading, Staking, and utility plans, as required for construction.	*CRA	Lump Sum	\$74,600.50
15	Off Site Utilities or Special Utilities - Design of Utilities Outside the Immediate Project Site	NP		
16	Civil, Site Plan Approval - Pre-submittal conference, prepare documents to obtain site plan approval.	*CRA	Lump Sum	Included in Item #14
17	SRWMD permit modification application.	*CRA	Lump Sum	Included in Item #14
18	Environmental Reports - i.e. wet lands or listed species on site, etc.	NP		
19	Landscape Design - Limited to meet minimum requirements of Levy Co Development Code.	*CRA	Lump Sum	Included in Item #14
20	Traffic Study -	NP		
21	USGBC LEED - Designing building to LEED standards.	NP		
22	Code Required Commissioning.	*CRA	Lump Sum	\$30,475.00
23	Interior Design - Color selection and prepare color boards - Custom, one of a kind, ornate, or detailed finishes	*CRA	Lump Sum	\$12,900.00
24	FF&E Furniture, Fixtures, and, Equipment typical items not physically part of the building for example, desks, and chairs. Not included is Owner Technology/structured cabling.	*CRA	Lump Sum	\$12,060.00

**Exhibit A**  
**Fee Estimate**

25	Special bidding (re-bidding) or Negotiations - Example, procuring individual bids from each subcontractor	NP		
26	Phased construction - prepare phasing documents	NP		
27	Value Analysis - preparing cost comparisons between multiple systems or products.	NP		
28	Detailed Cost Estimating - Estimate in a Higher Detail than Order of Magnitude	NP		
29	Grounding test.	NP		
30	Total Project Management/CM - An Enhanced Level of Support During Document Production, Bidding and Construction.	NP		
31	Clerk of the Works, On-site project representation, Owners Representative	NP		
32	Start-up Assistance - Enhanced Support to help with the start up and operation of the building, from Stocking freezers to plates.	NP		
33	Record Drawings of New Construction - CAD Drawings Representing the recorded As-Built Condition of primary finished New Work as recorded by the contractor.	*CRA	Lump Sum	\$5,625.00
34	Conformed Documents for construction	*CRA	Lump Sum	\$3,415.00
35	Post-Contract Warranty Review	*CRA	Lump Sum	\$4,240.00
36	Hazardous Material Study/Abatement Drawings - Survey For Hazardous Materials	*CRA	Cost Plus	\$6,000.00
37	Abatement plan.	TBD		
38	Abatement monitoring & clearance testing.	TBD		
39	Energy Forms - Energy Forms Required by AHJ for Approval and Permitting.	*CRA	Lump Sum	\$1,955.00
40	Life Cycle Cost Analysis	*CRA	Lump Sum	\$7,475.00
41	Energy Modeling	NP		
42	3-D Model - Graphic Three Dimension Model of project.	*CRA	Lump Sum	\$7,560.00
43	Model Animation - Animated View of 3-D Model.	NP		
44	Kitchen Consultant - Specialty Consultant to Select and Specify Commercial Kitchen Equipment.	TBD		
45	Travel, CRA - to client/project site. Expenses for gas, food, labor and lodging, when traveling for the project. Printing/Shipping - Review and permitting sets (2) each at SD, DD, CD, Bid and Record Drawings.	*CRA	Cost Plus	\$39,530.70
46	Deleted			
47	Low Voltage Technology (excludes 911 and dispatch systems) - Telecommunications voice and data structured wiring system, Security/access control, Audio/visual cabling.	*CRA	Lump Sum	\$53,820.00
48	Construction Permitting Plans Review, Permitting, and Inspections - Providing third party AHJ permitting services.	NP		
49	Special Inspections - Threshold Plan and Inspections.	TBD		
50	Acoustical Consultant(s) - Specialty Consultant to study acoustics. Limited scope.	*CRA	Cost Plus	\$15,000.00
51	Photo Documentation of Primary Elements - Example: photos of completed buildings and facilities.	TBD		
52	Other specialty consultant	TBD		

G:\1400 Miscellaneous Proposals - 6-26-02\2025\Levy Co BoCC\Phase 1r - EOC\Exhibit A - Phase 1 - Fee

**Exhibit A**  
**Fee Estimate**

53	BIM - Develop project in a Building Information Model format	NP		
54	Threat Risk Analysis	TBD		
55	Test and Balance - Review of existing mechanical system.	TBD		
56	Signage Graphics - Graphics for egress maps, directional and informational signs	*CRA	Lump Sum	\$3,025.00
57	Advertisement for Bid - Placement of legal advertisement for bidding in local paper	Owner		
58	Fire Flow Test.	*CRA	Cost Plus	\$1,500.00
59	Site Lighting	*CRA	Lump Sum	\$5,750.00
60	Master Planning	NP		
61	Redesign, Changes in scope	TBD		
62	Two-way radio communications enhancement system design (DAS).	*CRA	Lump Sum	\$4,025.00
<b>Subtotal Supplemental Services and Reimbursables**</b>			<b>Lump Sum, &amp; Cost Plus</b>	<b>\$350,776.20</b>
<b>Basic Services Fee **</b>			<b>Lump Sum</b>	<b>\$678,025.00</b>
<b>Total Not to Exceed Fee</b>			<b>NTE</b>	<b>\$1,028,801.20</b>
<b>Optional Services that are not required by the A/E team, by Law, or Code</b>				
8	Structural review of existing building.	Optional		-\$6,000.00
22	Code Req'd Commissioning. (Required if system over 40 tons)	Highly Recommended		-\$30,475.00
23	Interior Design -	Recommended		-\$12,900.00
24	FF&E Furniture, Fixtures, and, Equipment	Optional		-\$12,060.00
33	Record Drawings of New Construction .	Highly Recommended		-\$5,625.00
34	Conformed Documents for construction	Recommended		-\$3,415.00
35	Post-Contract Warranty Review	Optional		-\$4,240.00
40	Life Cycle Cost Analysis (Required if system is over 40 tons)	Optional		-\$7,475.00
42	3-D Model - Graphic Three Dimension Model of project.	Optional		-\$7,560.00
50	Acoustical Consultant	Recommended		-\$15,000.00
56	Signage Graphics	Optional		-\$3,025.00
59	Site Lighting	Recommended		-\$5,750.00
<b>Revised Total less 8, 22, 23, 24, 33, 34, 35, 40, 42, 50, 56, 59</b>				<b>\$915,276.20</b>
<b>Billing Schedule for Basic Services Based on Phase</b>				
		<b>% of Basic Services of Fee</b>		<b>\$ Value</b>
	Schematic Design Phase	15%		\$101,703.75
	Design Development Phase	24%		\$162,726.00
	Construction Documents Phase	40%		\$271,210.00
	Bidding/Pricing	3%		\$20,340.75
	Construction Contract Administration (CA)	18%		\$122,044.50
	(CA services billed monthly based on % complete of construction)	100%		\$678,025.00
	Supplemental Services to be billed as accrued.			\$350,776.20
<p>(* Items that are required or anticipated to complete the project scope and to be provided by CRA. All other tasks listed above, if requested or determined to be needed, will require written approval by both owner and architect. Unless negotiated otherwise, the above (*) items labeled as "Cost Plus" will be compensated as follows: For services completed by in house staff - Hourly at current hourly rates; for services completed by consultants - Cost to CRA plus 15%; Reimbursable expenses, travel, printing, shipping, etc., - Cost to CRA plus 10%.</p>				
<p>(**) Basic Services Lump Sum Fee and Add Services Estimated Fees are based on initial information such as but not limited to location, program, size, budget, etc. Changes in the initial information may result in increased fees. See Concept Plan C. Assumptions, limitations, and understandings in consultants' proposals shall apply.</p>				

G:\1400 Miscellaneous Proposals - 6-26-02\2025\Levy Co BoCC\Phase 1r - EOC\Exhibit A - Phase 1 - Fee

## Exhibit A Fee Estimate

### Consultant's Competitive Negotiations - Detailed Analysis of Fee

Remodel Existing EOC and Build Clemons, Rutherford & Assoc.  
 Project Number: CRA - 25030  
 Project Name: Levy Co. BoCC - PSC/EOC

12/4/2025

### Fee Determination - Phase 1 - Basic Services

	Position	Rate	Schematic Design		Design Development		50% Const. Documents		100% Const. Documents		Bid & Pricing		Const. Contract Administration		Misc.		Total Fee	
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
A01	Principal	\$265.00	8	\$2,120	12	\$3,180	12	\$3,180	12	\$3,180	1	\$265	22	\$5,830			\$0	\$17,755
A02	Prod. Manager	\$195.00	2	\$390	8	\$1,560	17	\$3,315	33	\$6,435	1	\$195	13	\$2,535			\$0	\$14,430
A03	Project Designer	\$195.00	17	\$3,315	25	\$4,875	25	\$4,875	17	\$3,315		\$0		\$0			\$0	\$16,380
A04	Sr. PA/Estimator	\$195.00	5	\$975	7	\$1,365	9	\$1,755	9	\$1,755	5	\$975		\$0			\$0	\$6,825
A05	Project Architect	\$195.00	84	\$16,380	124	\$24,180	124	\$24,180	124	\$24,180	16	\$3,120	16	\$3,120			\$0	\$95,160
A06	Interior Designer	\$170.00	8	\$1,360	61	\$10,370	61	\$10,370	41	\$6,970	4	\$680	16	\$2,720			\$0	\$32,470
A07	Specifications	\$170.00	24	\$4,080	50	\$8,500	40	\$6,800	40	\$6,800	2	\$340		\$0			\$0	\$26,520
A08	Revit Technician(s)	\$120.00	125	\$15,000	215	\$25,800	215	\$25,800	215	\$25,800	8	\$960	16	\$1,920			\$0	\$95,280
A09	CAD Technician(s)	\$105.00	45	\$4,725	85	\$8,925	85	\$8,925	110	\$11,550	8	\$960	16	\$1,920			\$0	\$38,655
A10	Contract Admin.	\$155.00		\$0		\$0		\$0	17	\$2,635	33	\$5,115	205	\$31,775			\$0	\$39,525
A11	Clerical support	\$80.00	8	\$640	16	\$1,280	16	\$1,280	16	\$1,280	8	\$640	20	\$1,600			\$0	\$6,720
Architectural	CRA	Sub TL		\$48,985		\$90,835		\$90,480		\$95,550		\$13,250		\$51,420			\$0	\$389,720
Structural	JAE	\$56,000													15%	\$8,400	\$0	\$64,400
MEP	H2 Engineering	\$194,700													15%	\$29,205	\$0	\$223,905
															15%	\$0	\$0	\$0
<b>Total Fee</b>	<b>Lump Sum</b>																\$0	\$678,025













## Exhibit A Fee Estimate

### Consultant's Competitive Negotiations - Detailed Analysis of Fee

Name of Firm: Clemons, Rutherford & Assoc.  
 Project Number: CRA - 25030  
 Project Name: Levy Co. BoCC - PSC/EOC

12/4/2025

### Phase 1 - Civil Engineering and Design

	Position	Rate	Hours	Cost	Total Fee													
A01	Principal	\$265.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A02	Prod. Manager	\$195.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A03	Project Designer	\$195.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A04	Sr. PA/Estimator	\$195.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A05	Project Architect	\$195.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A06	Interior Designer	\$170.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A07	Specifications	\$170.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A08	Revit Technician(s)	\$120.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A09	CAD Technician(s)	\$105.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A10	Contract Admin.	\$155.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
A11	Clerical support	\$80.00		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
Architectural	CRA	Sub Tl		\$0		\$0		\$0		\$0		\$0		\$0		\$0	\$0	
Geotech	SESI	\$0														15%	\$0	\$0
Structural	JAE	\$0														15%	\$0	\$0
MEP	H2 Engineering	\$0														15%	\$0	\$0
Civil	G&A	\$64,870														15%	\$9,731	\$74,601
<b>Total Fee</b>	<b>Lump Sum</b>																	<b>\$74,601</b>









## Exhibit A Fee Estimate

### Consultant's Competitive Negotiations - Detailed Analysis of Fee

Name of Firm: Clemons, Rutherford & Assoc.  
 Project Number: CRA - 25030  
 Project Name: Levy Co. BoCC - PSC/EOC

12/4/2025

### Phase 1 - Conformance Documents

	Position	Rate	Conformance Documents												Total Fee
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
A01	Principal	\$265.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A02	Prod. Manager	\$195.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A03	Project Designer	\$195.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A04	Sr. PA/Estimator	\$195.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A05	Project Architect	\$195.00	3	\$585		\$0		\$0		\$0		\$0		\$0	\$585
A06	Interior Designer	\$170.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A07	Specifications	\$170.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A08	Revit Technician(s)	\$120.00	14	\$1,680		\$0		\$0		\$0		\$0		\$0	\$1,680
A09	CAD Technician(s)	\$105.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A10	Contract Admin.	\$155.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
A11	Clerical support	\$80.00		\$0		\$0		\$0		\$0		\$0		\$0	\$0
Architectural	CRA	Sub Tl		\$2,265		\$0		\$0		\$0		\$0		\$0	\$2,265
Geotech	SES1	\$0											15%	\$0	\$0
Structural	JAE	\$0											15%	\$0	\$0
Record Dwg	H2 Engineering	\$1,000											15%	\$150	\$1,150
Civil	G&A	\$0											15%	\$0	\$0
<b>Total Fee</b>	<b>Lump Sum</b>														<b>\$3,415</b>

















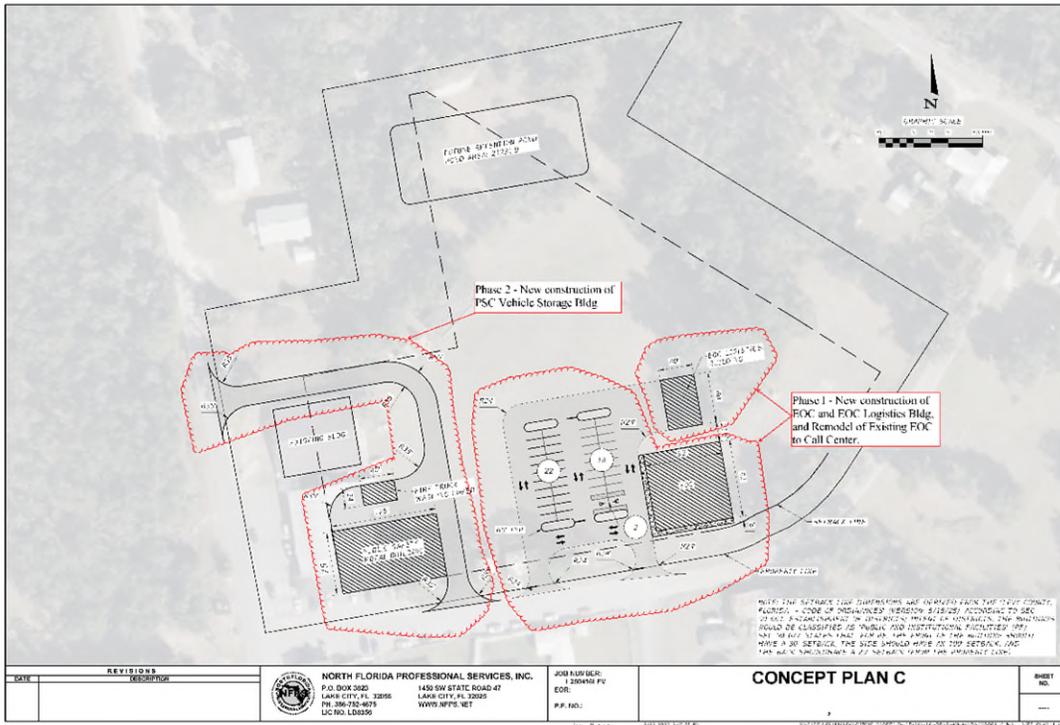








# Exhibit A Fee Estimate



**Exhibit A**  
**Fee Estimate**



**JOHNSON AND ASSOCIATES ENGINEERING**

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December 3, 2025

Mr. James Lewis  
Clemons, Rutherford & Associates, Inc.  
2027 Thomasville Road  
Tallahassee, Florida 32312

**Re: New Levy County EOC**

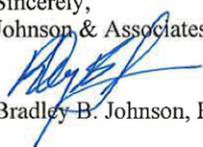
Dear Mr. Lewis,

I am pleased to provide this proposal to you for the above referenced project:

Based on my review of the project scope, it appears this phase of the project will include the new EOC and the new EOC Logistics building. The new EOC will be an approximately 8500 sf single story facility, and the EOC Logistics Building will be an approximately 2400 sf single story facility. I propose to furnish structural engineering services for this project for a lump sum fee of \$56,000. This fee includes design, production of structural construction documents, and construction administration. Construction administration includes review of structural submittals, fielding and responding to RFI's, etc. Site visits are not included, but can be furnished as additional services. Site visit, including report of observations, will be \$1000 per trip, to include time, travel and incidentals.

I hope this proposal is acceptable to you. Please call with any questions or if you need additional information regarding this proposal.

Sincerely,  
Johnson & Associates Engineering

  
Bradley B. Johnson, P.E.

200 Grove Park Lane, #820 • Dothan, Alabama 36305  
334-671-4783 • Fax 334-793-6276

**Exhibit A**  
**Fee Estimate**



H2Engineering.com

YOUR FIRST CHOICE

December 4, 2025

James Lewis  
Production Manager/Architect  
Clemons, Rutherford & Associates  
2027 Thomasville Rd #202  
Tallahassee, FL 32308

Sent Via-E Mail  
[jlewis@craarchitects.com](mailto:jlewis@craarchitects.com)

Re: Levy County Public Safety Complex – EOC, 911 Dispatch Center, and Logistics Building  
H2E Job #: 24-189  
Professional Engineering Services Proposal

Dear James,

H2Engineering is pleased to submit this proposal to perform professional engineering services for the referenced project as outlined in Exhibit A of the attached Agreement .

Should you choose to use standard "A.I.A." or other forms of agreement to contract for services with H2Engineering; then the attached agreement shall be appended to that agreement to reflect H2Engineering's intent on services.

Please let me know if you have any questions or need additional information. We look forward to working with you on this project.

Sincerely,

A blue ink handwritten signature, appearing to be 'R. Chewning', written over a light blue horizontal line.

H2Engineering, Inc.  
Ryan Chewning, P.E.  
Principal

Attachments:  
Consultant Agreement  
Exhibit A – Scope of Services  
Exhibit B – Compensation

114 East 5<sup>th</sup> Ave, Tallahassee, FL 32303  
Ft. Walton Beach, FL | Gainesville, FL | Jacksonville, FL | Pensacola, FL  
1 of 1

**Exhibit A**  
**Fee Estimate**



H2Engineering.com

YOUR FIRST CHOICE

**THIS CONSULTANT AGREEMENT** (this "Agreement") dated December 4, 2025.

Between

Clemons Rutherford & Associates of 2027 Thomasville Road, Suite 202, Tallahassee, Florida 32308

(the "CLIENT")

-and-

H2Engineering, Inc. of 114 East 5<sup>th</sup> Avenue, Tallahassee, Florida 32303

(the "ENGINEER")

**BACKGROUND**

Consultant's Discipline: Mechanical, Electrical, and Plumbing Engineering

Owner: Levy County Board of Commissioners (the "OWNER")

The agreement is for scope of services described herein provided by the ENGINEER for compensation by the CLIENT for the following project.

Levy County Public Safety Complex – EOC, 911 Dispatch Center, and Logistics Building

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**1 SCOPE OF SERVICES**

- .1 The CLIENT hereby agrees to engage the ENGINEER to provide the scope of services (hereinafter called the "Services") described in Exhibit A; the ENGINEER shall not have any duties or responsibilities for any other scope of services not described in Exhibit A. The ENGINEER hereby agrees to provide such services to the CLIENT.
- .2 If applicable and per approval of the CLIENT, the ENGINEER may retain sub-consultants to perform specified tasks as indicated in Exhibit A.
- .3 Drawings, specifications and other documents, including those in electronic form, prepared by the ENGINEER are Instruments of Service for use solely with respect to this Project. ENGINEER shall be deemed

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Levy County Public Safety Complex – EOC, 911 Dispatch  
Center, and Logistics Building  
Professional Engineering Services Proposal  
December 4, 2025

CONSULTANT AGREEMENT - 1

**Exhibit A**  
**Fee Estimate**



H2Engineering.com

YOUR FIRST CHOICE

the author and owner of the ENGINEER's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. ENGINEER grants to the CLIENT and OWNER a nonexclusive license to reproduce applicable portions of the ENGINEER's Instruments of Service solely for purposes of constructing, using and maintaining the Project. Any unauthorized use or modification of the ENGINEER's Instruments of Service shall be at the sole risk of the CLIENT and without liability to the ENGINEER.

- .4 The ENGINEER shall perform site visits as indicated in Exhibit A during the construction phase of the Project.

**2 COMPENSATION**

- .1 For the services rendered by the ENGINEER as required by this Agreement, the CLIENT will pay to the ENGINEER compensation amounting to the lump sum fee indicated in Exhibit B.
- .2 This compensation will be payable to the ENGINEER per payment schedule in Exhibit B or an adjusted amount to be calculated as follows.
  - .a Compensation indicated in Exhibit B of this Agreement is based on a construction budget of \$9,000,000 and an MEPF budget of \$3,300,000 calculated at an engineering design fee of 5.9%.
  - .b The compensation indicated in Exhibit B of this Agreement shall be adjusted based ENGINEER's proportionate share of CLIENT's total lump sum fee for Basic Services.
  - .c The fee adjustment shall be retroactive to all previous and remaining services and due to the ENGINEER immediately upon determination of the GMP and confirmed prior to project closeout.
- .3 Additional Services
  - .a For additional or non-customary services not included in this Agreement requested by the CLIENT and rendered by the ENGINEER, the CLIENT will pay to the ENGINEER compensation on a man-hour basis at the ENGINEER's standard billing rates or a lump sum compensation agreed to by both CLIENT and ENGINEER.
  - .b Unless specifically included in the Basic Services scope description outlined in Exhibit A, Additional Services include but are not limited to the following:
    1. Services necessitated by a change in the initial information, previous instructions or approvals given by the OWNER/CLIENT, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method;

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2. Services necessitated by the OWNER'S request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED or another green building design certification;
  3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
  4. Services necessitated by decisions of the OWNER/CLIENT not rendered in a timely manner or any other failure or performance on the part of the Owner or the Owner's consultants or contractors;
  5. Preparing digital data for transmission to the OWNER'S/CLIENT'S consultants and contractors, or to other authorized recipients;
  6. Preparation for, and attendance at, a public presentation, meeting or hearing;
  7. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the ENGINEER is party thereto;
  8. Evaluation of the qualifications of bidders or persons providing proposals; or
  9. Consultation concerning replacement of work resulting from fire or other cause during construction.
- .c The ENGINEER will provide the additional services only after written Agreement is received from the CLIENT authorizing those services.
- .d Compensation for additional services will be payable monthly for completed services or as outlined in a separate additional services proposal.
- .e Additional services provided after execution of this Agreement will not invalidate any portion of the Agreement and are subject to all applicable provisions of this Agreement. The written agreement for additional services will be amended to this Agreement.
- .4 Redesign
- .a Notwithstanding any other term of this Agreement, if ENGINEER has any duty to design the project within a construction budget, its duty shall be limited to responsibilities that are reasonably within its direct control, thereby excluding matters that are beyond the control of ENGINEER, including, but not limited to:
1. Unanticipated rises in the cost of labor, materials, or equipment.
  2. Changes in market or negotiating conditions.

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3. Errors or omissions in cost estimates prepared by others.
  4. Negligent acts, errors, or omissions by others.
  5. Rejection of suggested value engineering strategies.
- .b If OWNER or CLIENT elect to not make accommodations to maintain the project within the construction budget after being notified by the ENGINEER of budgetary concerns, the ENGINEER shall not be responsible for any redesign efforts without additional compensation.
- .c Therefore, any such redesign effort required of ENGINEER necessary to maintain the project within the construction budget that is not due specifically to the negligent act, error, omission, or willful misconduct on the part of ENGINEER shall require an increase to the compensation of ENGINEER.
- .d If OWNER or CLIENT elect not to provide additional compensation to ENGINEER for redesign efforts, the ENGINEER may elect not to provide redesign efforts. However, the ENGINEER shall not lose its right to compensation for work already performed.
- .5 Value Engineering
- .a If Value Engineering is required, the ENGINEER shall cooperate with the CLIENT and OWNER during the design phase to meet the construction budget. Value Engineering suggestions will be coordinated at the Design Development Phase, up to and including the 50% Construction Document Phase.
- .b If additional Value Engineering is required following the 50% Construction Document Phase, then any such Value Engineering or redesign efforts required of ENGINEER shall require an increase to the compensation of ENGINEER.
- .6 This proposal will be withdrawn by ENGINEER if not accepted in writing by CLIENT within 120 days of proposal date.
- .7 If there are extended delays in excess of 120 days from execution date of this Agreement due to no fault of the ENGINEER, the ENGINEER reserves the right to renegotiate the basis for compensation with the CLIENT considering changes in price indices and pay scales applicable to the period when services are in fact being rendered.
- .8 Compensation shall be due to ENGINEER immediately upon CLIENT receipt of Compensation from project OWNER . CLIENT is obligated to pursue Compensation for approved services by all means set forth in the agreement between CLIENT and project OWNER .
- .9 Deductions shall not be made from ENGINEER fees on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the project, other than those for which Consultant is legally responsible, in accordance with these terms and the scope of work and Scope of Services outlined herein.

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**3 CLIENT RESPONSIBILITIES**

- .1 CLIENT hereby agrees to provide complete information concerning project requirements, including any special or extraordinary consideration for the project and/or special services required in a timely manner to allow ENGINEER to execute his services within the CLIENT's schedule.
- .2 The CLIENT hereby agrees to provide tests, surveys, analyses, reports and the instruments of service of other CLIENT's consultants that are required for proper execution of the ENGINEER's services.
- .3 CLIENT hereby agrees to provide any pertinent existing data, including but not limited to the following documents.
  - .a Topographic survey.
  - .b Utility survey.
  - .c As-built drawings of existing facility.
  - .d Tests, surveys, analyses, reports or similar associated with the facility.
- .4 CLIENT hereby agrees to provide, in a timely manner, detailed layout drawings showing utility connection locations, utility consumption and heat loads of equipment for systems laid out, designed, specified or furnished by others. These systems include but are not limited to the following space types.
  - .a Data centers
  - .b Radio and dispatch systems
- .5 CLIENT hereby agrees to confer with the ENGINEER prior to issuing interpretations or clarifications of the ENGINEER's Instruments of Service.
- .6 CLIENT hereby agrees to provide ENGINEER with updated AutoCAD or Revit (Release 2025 or later) building BIM model or architectural background drawings and site drawings and subsequent changes thereof, in a timely manner, to allow ENGINEER to complete work prior to submission of each required document submittal to the OWNER and progress prints during project design at the CLIENT's expense.
- .7 CLIENT shall advise ENGINEER in writing, prior to first submission of budgetary limitations for the overall Project Cost or Construction Cost. The ENGINEER will endeavor to design within those limitations. The ENGINEER does not guarantee that cost opinions will not differ materially from negotiated prices or bids. If CLIENT wishes greater assurance as to probable Construction Costs a formal estimate by an independent professional cost estimator, who is a full member of the American Society of Professional Estimators, should be provided.

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- .8 CLIENT hereby agrees to provide ENGINEER a copy of the contractor's monthly pay request including a copy of the "Schedule of Values," A.I.A. Document G702 each month after award of Contract.
- .9 CLIENT hereby agrees to provide the ENGINEER with contract documents (plans and specifications) in bookmarked PDF file format, including all addenda at each submittal phase.
- .10 CLIENT hereby agrees to provide the ENGINEER with copies of all Field Orders, Supplemental Instructions, shop drawings related to ENGINEER's Services, and all revisions to the construction documents in bookmarked PDF file format.
- .11 The CLIENT shall promptly notify the ENGINEER if the CLIENT becomes aware of any errors, omissions, or inconsistencies in the ENGINEER's Services.

**4 ENGINEER RESPONSIBILITIES**

- .1 The ENGINEER agrees to inform the CLIENT of appropriate tests, surveys, analyses, reports, and the services of other CLIENT's consultants that are required for proper execution of the ENGINEER's services. ENGINEER agrees to make a good faith effort to inform the CLIENT of required tests, surveys, analyses, reports, and other services as indicated in this proposal. Due to the complexity of engineered systems, unforeseen project conditions and scope development - additional tests, surveys, analyses, reports and other services which could not have been anticipated at the time this agreement was accepted may be required at no expense to the ENGINEER.
- .2 The ENGINEER agrees to coordinate its services with those of the CLIENT and other CLIENT's consultants to avoid unreasonable delay in the progress of the CLIENT's or other consultant's services.
- .3 The ENGINEER agrees to coordinate its Services with that of the CLIENT and other consultants to the extent made possible by information provided to the ENGINEER by the CLIENT. The ENGINEER shall not be responsible for any lack of coordination stemming from revisions to the Project or other information not provided to the ENGINEER in a timely manner to allow inclusion in the ENGINEER's Instrument of Service.
- .4 The ENGINEER shall not be responsible for the acts of omissions of the CLIENT, CLIENT's consultants, Contractor, Subcontractors, or other persons performing services for the Project. The ENGINEER agrees to provide prompt notice to the CLIENT if the ENGINEER becomes aware of any errors, omissions, or inconsistencies in the services or information provided by the CLIENT or CLIENT's consultants.
- .5 The ENGINEER agrees to provide interpretations of its Instruments of Service upon request by the CLIENT.
- .6 The ENGINEER agrees to provide recommendations on claims, disputes, and other matters in question between the Owner and Contractor relating to the execution of the ENGINEER's Services as indicated in the Contract Documents.

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- .7 The ENGINEER agrees to assist the CLIENT in determining if the CLIENT shall accept work associated with the ENGINEER's Services per conformance with the Contract Documents.
- .8 The ENGINEER agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the CLIENT, which the ENGINEER has obtained, except as may be necessary or desirable to further the business interests of the CLIENT. This obligation will survive indefinitely upon termination of this Agreement.
- .9 The ENGINEER will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the CLIENT.

**5 CONTRACT DISPUTES**

- .1 In the event the CLIENT fails to make a payment when it is due, or if the CLIENT and ENGINEER disagree as to whether the CLIENT has failed to make payment, the ENGINEER shall be entitled to suspend performing services under the contract until the dispute has been resolved or the CLIENT places a sum equal to the amount in dispute in an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement or court judgment entered resolving the dispute.
- .2 Claims, disputes or matters in question shall be subject to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- .3 The ENGINEER shall indemnify and hold the CLIENT and the CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the ENGINEER, its employees and its consultants in the performance of professional services under this Agreement.
- .4 The CLIENT shall indemnify and hold the ENGINEER and the ENGINEER's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the CLIENT, its employees and its consultants in the performance of professional services under this Agreement.

**6 MODIFICATION OF AGREEMENT**

- .1 Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

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**7 ENTIRE AGREEMENT**

- .1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**8 GOVERNING LAW**

- .1 It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**9 SEVERABILITY**

- .1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**10 LIMIT OF LIABILITY**

- .1 PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, H2ENGINEERING, INC. IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

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**11 AGREEMENT**

- .1 This Agreement entered into as of the day and year written above.

Authorized Signatory for the ENGINEER

By:

Name:

Title:

Date:

Authorized Signatory for the CLIENT

By:

Name:

Title:

Date:

---

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**EXHIBIT A – Scope of Services**

**A1 PROJECT UNDERSTANDING/BACKGROUND**

- .1 The project consists of renovations to and conversion of the existing 7,500 SF Emergency Operations Center into a 911 Dispatch Center and the construction of a new 8,500 SF Emergency Operations Center located in Bronson, Florida. The project also includes construction of a new 2,400 SF EOC Logistics Building (EOC Recovery Equipment Storage Building) warehouse building.
- .2 The estimated project construction cost is \$9,000,000 and the estimated MEPF cost for this project is \$3,300,000.
- .3 The EOC shall be designed in accordance with the ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or where more stringent, the current Florida Building Code (Risk Category IV, essential facility) and as indicated in the grant requirements.

**A2 PRE-DESIGN**

- .1 Review of existing as-built plans.
- .2 Site investigation to survey existing conditions, locations, and type of MEP systems.
- .3 Development of as-built condition drawings depicting surveyed conditions as necessary for demolition drawings and connection to existing systems; base plans/model will be provided by the CLIENT.
- .4 Meet with project stakeholders to ascertain project requirements.
- .5 Assist project team with design considerations associated with MEP facilities.

**A3 REQUIRED TESTS, SURVEYS, ANALYSES, REPORTS, AND OTHER SERVICES**

- .1 Tests or other services which may be required by ENGINEER and provided by OWNER/CLIENT/OTHERS.
  - .a Pre-design test and balance (existing building).
  - .b Hydrant flow test.

**A4 DESIGN PHASE**

- .1 Coordination
  - .a Coordinate MEP construction drawings and technical specifications with CLIENT.
- .2 HVAC design
  - .a HVAC heating load, cooling load and ventilation calculations.

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- .b Space cooling/heating provided by unitary air cooled, direct expansion split system equipment with hot gas reheat dehumidification coils or dedicated outside air handling units will provide tempered, dehumidified air to zoned air handling units.
  - .c Dedicated, ductless split system units for telecommunication spaces.
  - .d Redundant systems will be provided for critical function spaces.
  - .e Ventilation only for Logistics Building.
  - .f General exhaust will be provided for restrooms.
  - .g Stand-alone unitary controls.
  - .h Specifications for testing, adjusting, and balancing.
- .3 Plumbing design
- .a Fixtures, drains and associated appurtenances within the renovation area and new building.
  - .b Sanitary, vent, potable water, and fuel gas systems to 5 feet outside of the buildings.
  - .c Primary and secondary roof rainwater drainage system to 5 feet outside of the new building, if necessary.
  - .d Potable water heating system.
  - .e Coordination of building utility locations with the civil consultant.
  - .f Site domestic water storage and site sewer design by OTHERS.
- .4 Fire protection design
- .a Engineering Design Documents compliant with FAC 61G15-32.004(2) items "a" through "j".
    - .1 Fire Sprinkler System Layout Documents compliant to NFPA standards and the EOR design parameters (without material deviation) are required to be prepared and submitted prior to installation by the contractor.
  - .b Wet pipe automatic sprinkler system per NFPA 13 for both structures.
  - .c Fire pump system per NFPA 20, if required.
  - .d Clean agent fire suppression system for telecommunications and other sensitive equipment areas.
  - .e Fire service entrance to the building and coordination with civil consultant.
  - .f No wet pipe automatic sprinkler system anticipated or included for the Logistics Building.
- .5 Electrical design
- .a New electrical service for the new EOC and Logistics Building and coordination with electrical utility provider.
  - .b Normal and standby power distribution system and circuitry within the renovated 911 Dispatch area and the new EOC. No standby power system anticipated or included for the Logistics Building.
  - .c Emergency source diesel generator sized with a 72-hour runtime and temporary generator connections. Emergency distribution will be divided into Legally Optional and Essential/Critical branches. The 911 Dispatch Center and the entire EOC building will be on stand-by power.

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- .d Interior building lighting including exit/egress fixtures. Design to be coordinated with Architect and Owner as it pertains to fixture type and aesthetics.
  - .e Exterior building lighting. Site parking lot lighting is included as additional services.
  - .f Lighting automation via a combination of digital room controllers and lighting relay panels. Lighting control panels will be utilized for exterior areas and public corridors and lobbies. Room controllers will be utilized for enclosed spaces. Vacancy and daylight harvesting control will be provided per FBC.
  - .g Uninterruptible power system to serve telecommunications and other critical equipment.
  - .h Grounding system including grounding electrode, bus bars, grounding conductors, and bonding.
  - .i Electrical Engineering documents for lightning protection system per Rule 61G15-33.007.
- .6 Fire alarm design
- .a New fire alarm system for the renovated 911 Dispatch area and the new EOC. None anticipated for the Logistics Building.
  - .b Electrical Engineering documents for fire alarm system per Rule 61G15-32.008.
- .7 Deliverables
- .a The following submittals are included for the design phase:
    - .1 Preliminary Design
    - .2 90% Construction Documents
    - .3 Near Bid-Ready Documents
    - .4 Final Bid-Ready Documents
  - .b An electronic copy of each submittal will be provided. Electronic format will be in portable document format (\*.pdf format).
    - .1 Additional printing shall be invoiced at \$5.00 per sheet for large format prints and \$0.50 per page for 8.5x11 or 11x17 format.

**A5 BIDDING PHASE**

- .1 In-office consultation during bidding period.
- .2 Response to contractor pre-bid RFI's.
- .3 Preparation of addenda (if required).

**A6 CONSTRUCTION PHASE**

- .1 Construction phase services to determine, in general, that the work being performed by the Contractor is in accordance with the contract documents.
  - .a ENGINEER shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, these being the sole responsibility of the Contractor.

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- .2 Review of materials associated with design phase scope.
  - .a Electronic shop drawing submittals in PDF format.
- .3 In-office consultation during construction period for work associated with design phase scope.
- .4 Response to contractor RFI's.
- .5 Up to 6 site trips to review construction progress upon request.
- .6 One site trip for substantial completion inspection.
- .7 One site trip for final inspection.

**A7 SERVICES ADDITIONAL TO BASIC SERVICES**

- .1 Low Voltage Technology Design (excluding 911 and dispatch systems)
  - .a Telecommunications voice and data structured wiring system design including UTP cable, jacks, faceplates, patch panels, ladder rack, backboards, equipment racks and/or cabinets, and grounding bus bars and bonding to main power grounding bar. Patch cords, switches, routers, servers, telephone switches, telephones, etc. are excluded.
  - .b Security/access control design including hardware required for complete system for access control, surveillance, and intrusion detection including card readers, cameras, DVRs, database software, cabling, backboxes, conduits, pull strings, and supports for hardware mounting.
  - .c Audio/visual system design including cabling (HDMI, DVI, etc.), hardware, backboxes, conduits, pull strings, and supports for hardware mounting. Hardware to include the following:
    - .1 Displays (individual, media walls, signage, interactive touch)
    - .2 Collaborative processors (wireless Miracast & USB peripherals)
    - .3 Video & audio processing (switching, matrixing, media wall, etc.)
    - .4 Audio amplifiers, speakers, microphones
    - .5 Video capture (cameras)
- .2 Two-way radio communication enhancement system design including public safety in building communication distributed antenna system (DAS) of bi-directional amplifiers (BDAs) and an antenna network.
- .3 Parking lot and site lighting design.
- .4 Commercial energy code compliance evaluation and documentation for building permit.
- .5 HVAC life cycle cost analysis using a computer simulation model comparing up to three (3) potential HVAC design alternatives.

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- .6 Existing condition drawings of depicting surveyed conditions as necessary for demolition drawings and connections to existing systems; base plans will be provided by the CLIENT.
  
- .7 Commissioning Services (Florida Building Code Required)
  - .a The services are required when total capacity is 40 tons cooling or more and 600 MBH combined service water-heating and space-heating capacity or more in accordance with 2023 Florida Building Code – “Energy Conservation” (§C408) for the following building systems:
    - .1 HVAC systems
    - .2 Domestic water heating and distribution systems
    - .3 Lighting control system (including occupant sensor controls, time-switch controls, and daylight responsive controls)
    - .4 Building Automation System (including sequences of operation and verification that all controls devices, components, equipment, and systems are calibrated and adjusted and operate in accordance with approved plans and specifications).
  - .b Construction Phase
    - .1 Develop and implement project specific Commissioning Plan.
    - .2 Develop project specific functional performance tests (FPT). Electronic copies provided to Construction Manager or General Contractor for printing.
    - .3 Maintain Issue Log to track issues needing resolution.
    - .4 Conduct functional performance and optimization testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.
      - a) HVAC Systems:
        - 1) Air Conditioning Units: 100%
        - 2) Fans: 100%
      - b) Building Automation System:
        - 1) BAS Graphics / Reporting: 100%
      - c) Plumbing Systems:
        - 1) Domestic Hot Water Pumps: 100%
        - 2) Domestic Water Heaters: 100%
      - d) Electrical Systems:
        - 1) Lighting Controls: 50%
    - .5 Develop preliminary commissioning report.
  - .c Post-Occupancy Phase
    - .1 Conduct functional performance testing of systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather conditions.
    - .2 Prepare and submit a final commissioning report in .pdf format.

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**A8 CLARIFICATIONS**

- .1 The ENGINEER's final work product does not include an electronic multi-dimensional model (EMM), such as Building Information Model (BIM). If the CLIENT receives a copy of the EMM from either the ENGINEER or from another entity, it is for information purposes only. The ENGINEER will not provide a sealed, signed, and dated version of the EMM, as the ENGINEER does not intend or consider it to be final work product which is required to be sealed, signed, and dated.
- .2 Abnormally High Rates of Corrosion in Water-Based Fire Suppression Systems (Rule 61G15-32.004, Florida Administrative Code):
  - .a The ENGINEER's scope of work for the design of water-based fire suppression systems does not include:
    - .1 Identifying or evaluating the presence or potential for Microbiologically Influenced Corrosion (MIC) or other factors resulting in "abnormally high rates of corrosion" in the water supply or surrounding environment, as NFPA 13 assigns the OWNER the responsibility to inform the fire suppression contractor if such conditions are known to exist.
    - .2 Design of corrective measures to mitigate MIC or other high rates of corrosion factors, since NFPA Handbook clarifies that this is the responsibility of a qualified corrosion control consultant with specific expertise in this area.
  - .b If the OWNER or CLIENT desires evaluation of water supply or environmental conditions for potential MIC or other causes of "abnormally high corrosion rates", or if corrective design measures are to be designed, a qualified corrosion control consultant or specialty contractor with expertise in this subject shall be retained under separate contract.

**A9 EXCLUSIONS**

- .1 Detailed cost estimates.
- .2 Testing, adjusting, & balancing (TAB) services.

**END OF EXHIBIT A**

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CONSULTANT AGREEMENT  
EXHIBIT - A6



**Exhibit A**  
**Fee Estimate**



Revise October 13, 2025

Mr. James Lewis  
Clemons, Rutherford & Associates  
2027 Thomasville Road  
Tallahassee, Florida 32312

**RE: Estimate No. 1 - Levy County- Emergency Operations Complex & Logistics Building  
319 Mongo Street**

Dear James:

George & Associates, Consulting Engineers, Inc. (G&A) appreciates the opportunity to provide engineering services for the Levy County Emergency Operations Complex and Logistics Building at 319 Mongo Street in Bronson Florida. G&A will coordinate with Clemons-Rutherford & Associates on the development of construction documents and required permitting for the proposed work.

**Project Understanding**

Clemons-Rutherford & Associates, will provide G&A with a geotechnical report for the proposed project. G&A will work with CRA to complete a site plan for the project. G&A will provide a design to provide utilities, storm system, and stormwater management facility (SWMF).

The following proposal outlines engineering services associated with the construction of the proposed project.

**Construction Documents**

***Task-1***

Provide site visit, project coordination between all consultants including meetings with client and conduct quality control reviews of construction plans. **\$ 4,530.00**

***Task-2***

Cover, Index, General Notes and Plan Sheet Set-Up. **\$ 924.00**

***Task-3***

Sedimentation & Erosion Control Plan (SECP). SECP will identify and address the required on-site control measures to treat and manage sediment runoff during the construction phase of the project. **\$ 495.00**

***Task-4***

Develop and prepare Construction Stakeout and Geometry Plan. The Construction Stakeout and Geometry Plan will provide dimensions, radius, coordinates, and control points to properly stakeout the proposed site improvements during the construction phase. **\$ 663.00**

1967 COMMONWEALTH LANE, SUITE 200 - TALLAHASSEE, FLORIDA 32303  
PHONE 850-521-0344 - FAX 850-521-0345  
[www.gaceng.net](http://www.gaceng.net)  
DENVER, COLORADO | TALLAHASSEE, FLORIDA  
CIVIL ENGINEERING - LAND USE PLANNING - ENVIRONMENTAL - SYSTEMS PLANNING - TRANSPORTATION

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**Fee Estimate**

***Task-5***

Prepare a Site Plan/Utility Plan to depict proposed improvements: Building, parking, driveway connections, utilities, fencing, and proposed SWMF expansion. Site & Utility Plan will be provided with appropriate construction details. **\$ 12,720.00**

***Task-6***

Prepare and develop grading plan that will detail the overall grading plan for the site. The grading plan takes in recommendations from the geotechnical report with regards to maintaining vertical separation from seasonal high groundwater table, stormdrain collection and stormwater management facility. **\$ 4,520.00**

***Task-7***

Provide construction documents for on-site storm drain collection system. **\$ 2,712.00**

***Task-8***

Provide stormwater management facility construction details. **\$ 1,356.00**

***Task-9***

Site Construction Details **\$ 672.00**

***Task-10***

Provide hydraulic analysis and modeling for the proposed stormwater management facilities and on-site storm-drain collection system. Hydraulic analysis includes drainage basin delineation, modeling for storm-drain collection system and on-site stormwater management facilities. **\$ 5,552.00**

***Task-11***

Provide technical support as required during construction including shop drawing review, site inspections, progress review meetings, and coordination. **\$ 2,880.00**

---

***Services for Construction Documents*** **\$ 37,024.00**

**Site Plan Approval**

***Task-1***

Schedule Pre-Application Meeting Request: Pre-Submittal conference with county staff for the future submittal of the site plan application. The pre-submittal conferences will include: a) site plan pre-submittal meetings, which generally include representatives from the Fire Marshall, Development Services Stormwater Review Section, Site Engineering Section, Transportation Review Section, Zoning Section, and Utilities Review Section. **\$ 576.00**

1967 COMMONWEALTH LANE, SUITE 200 - TALLAHASSEE, FLORIDA 32303  
PHONE 850-521-0344 - FAX 850-521-0345  
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**Exhibit A**  
**Fee Estimate**

***Task-2***

**Site Plan Approval**

The Consultant will prepare and submit construction documents to obtain site plan approval from the Levy County Planning & Zoning Department. **\$ 4,029.00**

---

***Site Plan Approval*** **\$ 4,605.00**

**Environmental Services**

***Task-1***

Prepare and submit a permit modification application to the Suwannee River Water Management District to expand the existing stormwater management facility. The permit package will include permit applications, narratives, design calculations and construction plans. **\$ 5,969.00**

***Task-2***

Provide As-Built Certification and compliance reports to the Suwannee River Water Management District. **\$ 837.00**

---

***Environmental Services*** **\$ 6,806.00**

**Consultant Services**

***Task-1***

The consultant will provide boundary/topographical/utility/tree survey for existing parcel and Mongo and School Road along the frontage of the 319 Mongo Street parcel. **\$ 4,400.00**

***Task-2***

The consultant will provide landscape plans in accordance with the Levy County Land Development Code. **\$ 12,035.00**

---

***Consultant Services*** **\$ 16,435.00**

***Construction Documents*** **\$ 37,024.00**

***Site Plan Approval*** **\$ 4,605.00**

***Environmental Services*** **\$ 6,806.00**

***Consultant Services*** **\$ 16,435.00**

---

***Total Fees:*** **\$ 64,870.00**

From time to time, there are miscellaneous tasks that may be needed. These cannot be predicted at this time but could include things such as additions to the development, major modifications during completion of plans, or other items, which may evolve during the project. This will be handled under a Miscellaneous Tasks category. You will authorize the work prior to commencing.

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**Exhibit A**  
**Fee Estimate**

The above referenced design fees do not include following items:

- Costs of permitting fees with any federal, state or local governments.
- Reimbursable Expenses include cost regarding the reproduction of construction plans, specifications and mileage.
- Geotechnical Investigation
- Structural, Mechanical, Electrical & Plumbing Design services that are beyond the five-foot envelope of the building.
- Site Plan Approval fee is based upon Emergency Operations Center, Logistics and Public Safety Buildings being submitted for site plan approval at the same time.
- Environmental Resource Permitting is based upon Emergency Operations Center, Logistics and Public Safety Buildings being submitted at the same time.
- **Excludes Archaeological Desktop Review or Phase I Cultural Resource Assessment**
- **Suwannee River Water Management District will be implementing Minimum Stormwater Treatment Performance Standards for All Sites, Volume I, Section 8.3.2. Design process is unclear, and George & Associates, Consulting Engineers, Inc. will need to address once design approach is better defined.**

If in agreement, please sign below and return or fax (850) 521-0345. We look forward to having the opportunity of working with you on this project.

Sincerely,  
George & Associates, Consulting Engineers, Inc.



Robert D. George

Signature:

Date:

File: W:\G&A\Proposals\2025\CRA\Levy County EOC\319 Mongo Street Location\Estimate No. 1\Levy County Public Safety Complex\_Estimate1.docx

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## Exhibit A Fee Estimate

GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC.															
Project Name: Levy County Emergency Operations Center - Estimate 1															
ACTIVITY	Activity Code	RC		SH		KM		LP		KP		MANHRS	TOTAL ACTIVITY FEE	MANHRS	
		MAN HOURS	HOURLY RATE												
			\$270.00		\$159.00		\$128.00		\$113.00		\$84.00		\$57.00		
Basic Services															
Project Coordination	200.07	0	\$0.00	8	\$1,272.00		\$0.00	0	\$0.00		\$0.00	8	\$1,272.00	8	
On-site Project Review	200.08	0	\$0.00	8	\$1,272.00	8	\$1,032.00	0	\$0.00		\$0.00	16	\$2,304.00	16	
CA 100	200.09	0	\$0.00	6	\$924.00		\$0.00	0	\$0.00		\$0.00	6	\$924.00	6	
Cover/Key Index/general Notes	500.01	0	\$0.00	0	\$0.00		\$0.00	0	\$0.00	5	\$420.00	5	\$420.00	5	
Plan Sheet Set-Up	500.02	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$504.00	6	\$504.00	6	
Sedimentation & Erosion Control	500.16	0	\$0.00	1	\$189.00		\$0.00	0	\$0.00	4	\$356.00	5	\$486.00	5	
Geometry & Dimension Plan	500.05	0	\$0.00	1	\$189.00	0	\$0.00	0	\$0.00	6	\$504.00	7	\$983.00	7	
Site Utility Plan	500.19	0	\$0.00	16	\$2,205.00	16	\$1,936.00	0	\$0.00	100	\$8,400.00	128	\$12,720.00	128	
Grazing Plan	500.06	0	\$0.00	0	\$0.00	0	\$0.00	40	\$4,020.00	0	\$0.00	40	\$4,020.00	40	
Storm Drain System	500.09	0	\$0.00	0	\$0.00	0	\$0.00	24	\$2,712.00	0	\$0.00	24	\$2,712.00	24	
SWMP - Plans	500.21	0	\$0.00	0	\$0.00	0	\$0.00	12	\$1,256.00	0	\$0.00	12	\$1,256.00	12	
Site Construction Details	500.18	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$672.00	8	\$672.00	8	
Hydraulic Analysis & Modeling	500.07	0	\$0.00	0	\$0.00	8	\$1,032.00	40	\$4,820.00	0	\$0.00	48	\$5,852.00	48	
Construction Administration	500.01	0	\$0.00	10	\$1,890.00	10	\$1,296.00	0	\$0.00	0	\$0.00	20	\$2,880.00	20	
<b>TOTAL:</b>		0	\$0.00	49	\$7,791.00	41	\$5,289.00	116	\$13,108.00	129	\$10,936.00	0	\$0.00	338	\$37,024.00
TOTAL ACTIVITIES FEE													\$37,024.00		
SUBTOTAL - SUBCONSULTANTS													\$0.00		
TOTAL FEE =													\$37,024.00		

## Exhibit A Fee Estimate

GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC.														
Project Name: Levy County Emergency Operations Center - Estimate 1														
ACTIVITY	Activity Code	SH		KM		LP		KP		MANHRS	TOTAL	BY ACTIVITY	MANHRS	
		MAN HOURS	HOURLY RATE					BY ACTIVITY						
			\$270.00		\$109.00						\$78.00		118.00%	
Basic Services														
Pre-Application Meeting (TEAMS)	300.02	0	\$0.00	2	\$318.00	2	\$288.00	0	\$0.00	0	\$0.00	4	\$678.00	4
Levy County Planning & Zoning Depart	300.17	0	\$0.00	1	\$159.00	30	\$3,870.00	0	\$0.00	0	\$0.00	31	\$4,029.00	31
FDEP/WMD State ERP Permitting	600.16	0	\$0.00	1	\$159.00	10	\$1,290.00	40	\$4,800.00	0	\$0.00	51	\$6,969.00	51
As-Built Certification - NWFWM	900.09	0	\$0.00	1	\$159.00	0	\$0.00	6	\$678.00	0	\$0.00	7	\$837.00	7
<b>TOTAL:</b>		0	\$0.00	9	\$795.00	42	\$9,418.00	46	\$5,196.00	0	\$0.00	92	\$11,411.00	92
TOTAL ACTIVITIES FEE											\$11,411.00			
Direct Reimbursable are estimated and include printing, and permit fees such as SFBH, NFI, EIA, Tree, Landscaping, FDEP, LUCC, Deviations, and NPDES.														
A) Project Manager O&G (2% Of Total Manhours)														
B) DIRECT REIMBURSABLES (ESTIMATED OUT-OF-POCKET)														
C) SUBCONSULTANTS:														
											\$11,411.00			
											Surveying Services	\$4,400.00		
											Landscape & Irrigation	\$12,009.00		
SUBTOTAL - SUBCONSULTANTS											\$16,409.00			
<b>TOTAL FEE =</b>											<b>\$27,846.00</b>			

\$4,605.00

\$6,806.00

**Exhibit A**  
**Fee Estimate**



**Date:** October 13, 2025

**To:** Mr. Robert George, P.E.  
President  
George & Associates, Inc.  
1967 Commonwealth Lane, Suite 200  
Tallahassee, Fl. 32303

**Re:** Land Surveying Services for 319 Mongo Street, Bronson Fl. (Levy Co.)

Dear Robert -

Based on the information provided in your recent email, our survey fee for the land surveying services at the 319 Mongo St. site in Bronson, Fl. would be \$ **4,400.00**.

**Area To be Surveyed:**

- The area to be surveyed is as highlighted on the attached map provided by your office and contains approximated 9 acres. Adjoining roadways will be included out to the furthest edge of pavement.

**Scope of Services**

- Survey areas marked on maps per instructions.
- Boundary Survey to State of Florida Standards. All corner markers will be recovered or reset and flagged for review. Comparison between deed and surveyed measurements will be shown along each boundary line. Substantial differences will be brought to the attention of the Client.
- Items to be located will include, but not be limited to above ground occupation such as paving, drainage structures, signs, and evidence of underground utilities.
- Survey information on storm and sanitary structures will be carried to one structure beyond the project limits.
- Ground elevations will be collected in a grid or cross section pattern in order to produce a DTM survey suitable for civil engineering design purposes.
- SSA will place a Sunshine One Call Design Ticket on the site and show subsurface utilities based on maps provided in response to the Design Ticket. A copy of the ticket

**S. Stinson & Associates Inc.**  
**1447 Johnny Rd., Lamont Fl.**  
**LB-8393 (850) 509-3116**

**Exhibit A**  
**Fee Estimate**

and maps will be provided to your office. Please note that there may be subsurface utilities within the project area that are not shown on the final survey drawings.

- All survey work will be tied to the Florida State Plain Coordinate System, North Zone and also to NAVD '88 vertical datum for elevations.
- On-site horizontal and vertical control points will be established just outside the project limits for future use if needed.

**Schedule –**

SSA can begin this work within 5 working days or less of your Notice to proceed and complete the work within 10 working days from the start date not including holidays or time lost to foul weather.

Thank you for providing us with this opportunity, and we hope to be working on this project with you in the near future.

Sincerely –

Authorization to Proceed:

***Steve Stinson***

Steve Stinson, PSM  
President  
S. Stinson & Associates, Inc.

\_\_\_\_\_  
Robert George, P.E.

\_\_\_\_\_  
Date

S. Stinson & Associates Inc.  
1447 Johnny Rd., Lamont Fl.  
LB-8393 (850) 509-3116

**Exhibit A**  
**Fee Estimate**



**Exhibit A**  
**Fee Estimate**



David L. Cowles, Jr., R.L.A.  
2285 Trescott Drive / Tallahassee, FL 32308  
(850) 545-7035  
www.COWLESLA.com  
Florida Reg. No: LA6666917  
ISA Certified Arborist No: FL-5314A

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## PROPOSAL

October 10, 2025

Robert George  
George & Associates, Consulting Engineers, Inc.  
1967 Commonwealth Lane, Ste. 200  
Tallahassee, Florida 32303

Re: Fee Proposal – Landscape Architecture  
Levy Co - PSC

Dear Mr. George,

Cowles Landscape Architecture (CLA) is pleased to submit this proposal for professional services. This letter includes proposed scope of work, fees, exclusions and terms of agreement for performance of the referenced project.

### Scope of Work

CLA will perform Landscape Architectural services for the above referenced project, and will provide code-minimum landscape & irrigation plans (plots, PDF or CADD file format) to George & Associates, Consulting Engineers, Inc. (CLIENT.) The proposed scope is outlined in the tasks listed below.

<b>Task 1</b>	<b>\$4,640</b>
---------------	----------------

**Landscape Plans**

CLA will prepare 100% construction documents suitable for permitting submittal and bidding / construction purposes. This task includes the following:

- site analysis / coordination with the CLIENT needs
- 50% CD landscape plan
- 100% CD landscape plan & details
- signed & sealed plans

**Exhibit A**  
**Fee Estimate**

10/10/2025  
Proposal: Levy Co - PSC

**Task 2** **\$3,625**

**Irrigation Plans**

CLA will prepare 100% construction documents suitable for permitting submittal and bidding / construction purposes. This task includes the following:

- 50% CD irrigation plan
- 100% CD irrigation plan & details
- signed & sealed plans

**Task 3** **\$3,770**

**Construction Administration**

CLA will review submittals, respond to RFI and attend two on-site meeting inspections. This task includes the following:

- shop drawing review
- RFI
- substantial completion inspection
- final inspection

Any services performed beyond the scope of these tasks will be treated as additional [approved] hourly work subject to the following fee schedule:

Landscape Architect \$145 per hour

**Proposed Fees**

The work described above will be performed on a lump sum basis with billings based on completion of each task. The summary of fees is listed below.

**Summary of Fees:**

Task 1	\$ 4,640.00
Task 2	\$ 3,625.00
Task 3	\$ 3,770.00
<b>Total</b>	<b>\$ 12,035.00</b>

**Exclusions and Assumed Conditions**

1. Surveying is not included in this proposal.
2. Permit Application Fees are not included in this proposal.
3. Arborist Consulting is not included in this proposal.
4. Lighting Plans are not included in this proposal.
5. Mechanical, Electrical or Plumbing plans are not included in this proposal.
6. Structural Drawings are not included in this proposal.

**Exhibit B**

**ANTI-HUMAN TRAFFICKING AFFIDAVIT**

**DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.**

I William D. Rutherford (insert name) as President (insert title) on behalf of Clemons, Rutherford & Associates, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. Clemons, Rutherford & Associates, Inc. (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, Clemons, Rutherford & Associates, Inc. (insert entity name) does not participate in any of the following actions:
  - a. Using or threatening to use physical force against any person;
  - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - e. Causing or threatening to cause financial harm to any person;
  - f. Enticing or luring any person by fraud or deceit; or
  - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

William D. Rutherford

Printed Name:

Title: President

Nongovernmental entity: Clemons, Rutherford & Associates, Inc.

Date: 1/14/2026

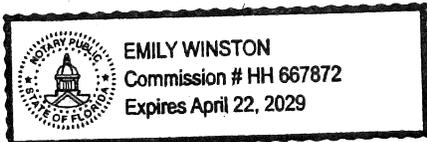
STATE OF Florida

COUNTY OF Leon

SWORN TO AND SUBSCRIBED before me X in person or        remote notarization by William D. Rutherford as President on behalf of Clemons, Rutherford & Associates, Inc. who is personally known to me or who produced        as identification this 14th day of January, 2026.

(Notary Seal)

Notary Public: Emily Winston



**Exhibit C**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT**

**DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with DeSoto County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 287.138, Florida Statutes, for all entities that may have access to individuals' personal identifying information.**

I William D. Rutherford (insert name) as President (insert title) on behalf of Clemons, Rutherford & Associates, Inc. (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. I certify that Clemons, Rutherford & Associates, Inc. (insert entity name) ("Vendor"):
  - a. Is not owned by the government of a foreign country of concern;
  - b. A government of a foreign country of concern does not have a controlling interest in Vendor; and
  - c. Is not organized under the laws of nor have its principal place of business in a foreign country of concern.

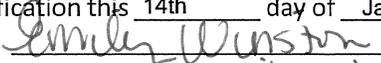
3. For purposes of this Affidavit, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

FURTHER AFFIANT SAYETH NAUGHT.

William D. Rutherford   
 Printed Name:  
 Title: President  
 Nongovernmental entity: Clemons, Rutherford & Associates, Inc.  
 Date: 1/14/2026

STATE OF Florida  
COUNTY OF Leon

SWORN TO AND SUBSCRIBED before me X in person or \_\_\_\_\_ remote notarization by William D. Rutherford as President on behalf of Clemons, Rutherford & Associates, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification this 14th day of January, 2026.

  
Notary Public: Emily Winston

(Notary Seal)

